

# City Council Agenda



**AUGUST 28, 2012**

**7:00 p.m.**

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

Mayor  
**John S. Lazar**

Council Members  
**William DeHart, Jr.**  
**Forrest White**  
**Amy Bublak**  
**Mary Jackson**  
Vice Mayor

City Manager  
**Roy W. Wasden**  
City Clerk  
**Kellie E. Weaver**  
City Attorney  
**Phaedra A. Norton**

**SPEAKER CARDS:** To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

1. **A. CALL TO ORDER**
  - B. SALUTE TO THE FLAG**
2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**
  - A. *Proclamation:* 11<sup>th</sup> Anniversary of the Events of September 11, 2001
3. **A. SPECIAL BRIEFINGS:** None
  - B. STAFF UPDATES**
    1. Radio System Update (*Jackson*)

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.

**C. PUBLIC PARTICIPATION:**

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

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

**4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

**5. CONSENT CALENDAR:**

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

- A. Resolution: Accepting Demands of 7/26/12 in the amount of \$2,673,852.24; Demands of 8/2/12 in the amount of \$1,379,003.54
- B. Motion: Accepting Minutes of Regular Meeting of August 14, 2012
- C. 1. Motion: Approving Contract Change Order No. 6 in the credit amount of (\$16,564.49) (Fund 426) for City Project No. 0952, "Turlock Regional Transit Center," bringing the contract total to \$1,659,782.33  
2. Motion: Accepting improvements for City Project No. 0952, "Turlock Regional Transit Center," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$18,200 (Fund 420) for City Project No. 10-24, "Well #40 Site Work," bringing the contract total to \$210,866.35
- E. Motion: Approving Contract Change Order No. 1 in the amount of \$77,170.78 (Fund 215) for City Project No. 10-65, "Rehabilitation of Golden State Boulevard and West Main Street," bringing the contract total to \$1,077,626.75
- F. 1. Motion: Approving Contract Change Order No. 1(Final) in the credit amount of (\$4,478) for City Project No. 11-45, "Well #41 Pilot Hole," bringing the contract total to \$20,100  
2. Motion: Accepting improvements for City Project No. 11-45, "Well #41 Pilot Hole," and authorizing the City Engineer to file a Notice of Completion
- G. Resolution: Appropriating \$336,000 of unspent funds from Fiscal Year 2011-12 to Fiscal Year 2012-13 for various City projects
- H. Resolution: Approving an Amendment to the Fiscal Year 2012-13 budget to appropriate \$5,000 to account number 110-40-400.43131 "Smart Valley Places Grant Expenses" funded by revenue received in account number 110-40-400.34172 "Smart Valley Places Grant" and approving Amendment No. 1 to the agreement between the City of Turlock and Jarvis, Fay, Doporto, and Gibson, LLP, dated November 7, 2011
- I. Resolution: Appropriating \$8,814.13 of unspent funds from fiscal year 2011-12 to Fiscal Year 2012-13 account number 305-40-442.43270 "General Plan Update" from Fund 305 "Capital Facilities Fees – Administration" Reserve Balance
- J. Resolution: Approving a land and facilities lease rate schedule for the Turlock Municipal Airport for the period of July 1, 2012 through June 30, 2014 and authorizing the City Manager to execute any related documents

- K. Resolution: Authorizing the sole source procurement of four (4) Flygt brand motors from Shape, Inc. of Stockton, California, in an amount not to exceed \$100,000, from Fund 410-51-534-44030\_039 "Minor Equipment Biotower Pump (Spare)," without compliance to the formal bid process
- L. 1. Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$23,476 (Fund 302) for City Project No. 10-30, "Streetlight Induction Lamp Replacement/Retrofit," bringing the contract total to \$589,766  
2. Motion: Accepting improvements for City Project No. 10-30, "Streetlight Induction Lamp Replacement/Retrofit," and authorizing the City Engineer to file a Notice of Completion
- M. Motion: Approving the agreement renewal between the City of Turlock and Independent Contractor (Dragon Sports) to offer youth self-defense classes
- N. Resolution: Appropriating in fiscal year 2011-12 \$53,979 to account number 266-20-255-345.43135\_001 "OTS Avoid Grant Allied Agencies" to be funded by a transfer from the General Fund - Police Services-Patrol budget as a result of salary savings in the Police Department's Field Operations Division
- O. Resolution: Authorizing approval to enter into a contract with the Central San Joaquin Valley Risk Management Authority for Crime Shield Coverage for Fiscal Year 2012-13
- P. Motion: Rejecting Claim for Damages filed by Verna Gaylord
- Q. Motion: Rejecting Claim for Damages filed by Kenneth Williams

**6. FINAL READINGS:** None

**7. PUBLIC HEARINGS:**

- A. Request to adopt a Mitigated Negative Declaration of Environmental Effects pursuant to the California Environmental Quality Act (CEQA), amend the General Plan Land Use Diagram and Zoning Map of the City of Turlock attached to Title 9 of the Turlock Municipal Code and approve Minor Discretionary Permit 2012-09 (O'Reilly Auto Parts). (*Whitmore*)

***Recommended Action:***

Motion: Adopting a Mitigated Negative Declaration of Environmental Effect pursuant to the California Environmental Quality Act (CEQA)

Resolution: Amending the General Plan Land Use Diagram [General Plan Amendment 2012-01 (O'Reilly Auto Parts)]

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2012-01 (O'Reilly Auto Parts)]

Resolution: Establishing Conditions of Approval for Minor Discretionary Permit 2012-09 (O'Reilly Auto Parts)

**8. SCHEDULED MATTERS:**

- A. Request to award bid and approve an agreement in the amount of \$382,671 (Fund 215) with George Reed, Inc., of Modesto, California for City Project Number 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road" and award bid and approve an agreement in the amount of \$359,183.50 (Fund 215) with George Reed, Inc. for City Project Number 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue. (*Pitcock*)

***Recommended Action:***

***Motion:*** Awarding bid and approving an agreement in the amount of \$382,671 (Fund 215) with George Reed, Inc., of Modesto, California for City Project Number 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road"

***Motion:*** Awarding bid and approving an agreement in the amount of \$359,183.50 (Fund 215) with George Reed, Inc., of Modesto, California for City Project Number 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue"

- B. Request to approve a Memorandum of Understanding between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District; Authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the Project Safe II – ASES Program (Supporting After School for Everyone); and Approving budget adjustments to the revenue and expenditure account numbers for the ASES Program in Fund 270 "Recreation Grants and Donations". (*Van Guilder*)

***Recommended Action:***

***Resolution:*** Approving a Memorandum of Understanding between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District; Authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the Project Safe II – ASES Program (Supporting After School for Everyone); and Approving budget adjustments to the revenue and expenditure account numbers for the ASES Program in Fund 270 "Recreation Grants and Donations" as delineated on Attachment A

- C. Request to authorize the sole source procurement and installation of forty-five (45) Motorola Mobile Workstation Computers from Delta Wireless in the amount of \$251,318.25 from Fund 112-10-116.51117 "Police MDC's" without compliance to the formal bid process. (*Williams*)

***Recommended Action:***

***Resolution:*** Authorizing the sole source procurement and installation of forty-five (45) Motorola F5208 MW810 R2.0 Mobile Workstation Computers from Delta Wireless in the amount of \$251,318.25 from Fund 112-10-116.51117 "Police MDC's" without compliance to the formal bid process

- D. Request to oppose AB2451(Perez) related to the presumptive death benefits for workers compensation claims by peace officers and firefighters, sponsored by California Association of Highway Patrolmen and the California Professional Firefighters

***Recommended Action:***

***Resolution:*** Opposing AB2451(Perez) related to the presumptive death benefits for workers compensation claims by peace officers and firefighters, sponsored by California Association of Highway Patrolmen and the California Professional Firefighters

**9. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

**10. COUNCIL COMMENTS**

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

**11. CLOSED SESSION**

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

Agency Negotiators: Roy W. Wasden/Phil Lancaster

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employee Association

Employee Organization: Turlock Firefighters Association. Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Redevelopment, Community Housing Services Manager, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Payroll Coordinator, Principal Civil Engineer, Public Facilities Maintenance Manager, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality Control Division Manager

**12. ADJOURNMENT**

**IN REMEMBRANCE OF**  
**THE 11<sup>TH</sup> ANNIVERSARY OF THE**  
**EVENTS OF SEPTEMBER 11, 2001**

**WHEREAS**, America was attacked by terrorists who hijacked four commercial airliners on the morning of September 11, 2001; and

**WHEREAS**, three airliners were used as missiles to attack New York City and Washington D.C.; and

**WHEREAS**, brave passengers attempted to take back control of a fourth airliner that crashed into a field near Shanksville, Pennsylvania; and

**WHEREAS**, first responders from fire, law enforcement, and emergency medical services all responded to these tragic incidents; and

**WHEREAS**, first responders and citizen volunteers worked tirelessly and bravely to help rescue citizens in need; and

**WHEREAS**, two thousand, nine hundred and ninety-six people lost their lives that day; and

**WHEREAS**, the City of Turlock commemorates the 11<sup>th</sup> Anniversary of the terrorist attacks on America.

**NOW, THEREFORE, I, JOHN LAZAR**, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby recognize September 11, 2012, as the 11<sup>th</sup> Anniversary of the events of September 11, 2001, and call upon all people to observe this day with appropriate ceremonies and activities in remembrance of those who lost their lives on that tragic day and in recognition of those first responders and volunteers for their heroic actions.

**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 24<sup>th</sup> day of April, 2012.

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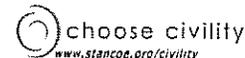
**JOHN LAZAR, MAYOR**  
City of Turlock, County of Stanislaus,  
State of California

3B1



ROBERT A. JACKSON  
CHIEF OF POLICE  
[rjackson@turlock.ca.us](mailto:rjackson@turlock.ca.us)

OFFICE OF THE CHIEF OF POLICE  
Police Department



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### MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** ROBERT A. JACKSON, CHIEF OF POLICE  
**DATE:** August 28, 2012  
**RE:** **Radio System Update**

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The Turlock Police Department operates and manages the emergency communications center which serves the City of Turlock as well as select outside agency partners. A significant component of the Turlock Emergency Communications Center is the trunked 800MHz analog radio system. The existing Motorola radio system was purchased circa 1997 and has served the City and its partners well. With the anticipated completion of the new Public Safety Facility in 2013, staff has researched the options relative to the Turlock Emergency Communications Center.

A new industry standard called Project 25 (P25) is being implemented in an effort to standardize emergency radio communications across disciplines and jurisdictions. This effort gained significant momentum with the events associated with the September 11, 2001, terrorist attacks. P25 standardizes emergency radio communications which supports basic interoperability and transparency amongst vendors. A P25 digital solution allows for better system redundancy, voice encryption, and potentially a larger more reinforced radio signal coverage footprint.

The Turlock Emergency Communication Center currently operates an 800MHz Motorola Trunked Smartnet II, six-channel analog radio system. The trunked system is connected to a Motorola Gold Elite dispatch console system through an Embassy switch system. Support for this existing system will conclude in 2018, rendering the system vulnerable to failures without repair assurance.

Technical and maintenance service for Turlock's existing system is provided by Delta Wireless, a skilled, third-party, local vendor through an annual contract agreement. While the technical services provided by Delta Wireless have met the needs of maintaining the existing radio system, locating necessary spare and replacement parts for the aging system has become a challenge. It is the recommendation of the system manufacturer, the third-party maintenance staff, and the new industry standard of P25 compliance that the Turlock Emergency Communications Center convert to a P25 compliant system no later than 2018.

Staff arranged for a presentation and quote from Motorola for the purchase of an upgraded, replacement, P25 compliant radio solution. The City of Turlock's portion of the costs associated with the Motorola upgrade quote was \$2,414,302. For the purpose of this quote, the "City of Turlock's cost" includes the Turlock Police Department, the Turlock Fire Department, and Turlock Municipal Services.

The Motorola quote includes \$1,162,166 for the radio system, \$1,079,833 for subscriber upgrades and purchases, and \$172,303 for freight and tax. Subscriber upgrades and purchases include portable and mobile radios. A significant number of the mobile and portable radios currently in use cannot be converted to P25 compliance standards. Staff has and will continue to engage in an effort to replace existing subscribers through a regular replacement schedule over the past several years in anticipation of meeting the future P25 standard.

It is important to note that Turlock's portion of the cost listed is dependent upon of the partner agencies continuing their partnership with the Turlock system. The partner agencies include the City of Ceres and California State University – Stanislaus. Should the partner agencies separate from the Turlock system, the cost to the City of Turlock may increase.

Stanislaus Regional 911 (SR911) is a regional emergency communications center serving several public safety agencies throughout Stanislaus County. SR911 recently purchased a new P25 compliant radio system from Tait Communications. SR911 has asked the City of Ceres and the City of Turlock to partner with their effort to ensure reliable countrywide coverage for their new radio system. Their request consists primarily of securing space on Turlock's radio antenna, and a small footprint inside the Turlock Emergency Communications Center equipment room for necessary equipment. In exchange, SR911 will dedicate two radio channels specifically for Turlock Public Safety radio communications. These two "Turlock" radio channels will be in addition to the ability for Turlock Public Safety officials to communicate with the agencies who contract their emergency radio service through SR911.

SR911 staff advised that their new Tait radio system will have the capacity to accommodate all of the City of Turlock's radio communication needs should there be a desire to enhance the partnership in the future. SR911 anticipates going live with their new Tait P25 compliant radio system for a "testing phase" before the end of the year. Turlock will be one of the agencies participating in this testing phase while still maintaining primary emergency radio communications on the existing Turlock-owned Motorola system.

It is the intent of the Turlock Police Department to relocate the existing Motorola radio system to the new Public Safety Facility when construction is completed in the summer of 2013. The move of the existing Motorola system will occur after several months of testing SR911's Tait radio system. The two Turlock-dedicated channels of the Tait system may serve as a backup during any potential gaps in live coverage of Turlock's Motorola system during the physical move.

After an appropriate testing period with SR911's Tait radio system, a recommendation will be made to address the long-term plan for emergency communications in Turlock.

Attachments: City of Turlock Police Department Radio System Report (4-16-12)  
Public Safety Technology – A P25 Simulcast Guide (May 2012)  
(Reference - MissionCritical Communications, May 2012, Vol.27, No.5)



# City of Turlock Police Department Radio System Report

April 16, 2012

**WLC**  
Architects, Inc.

**Table of Contents:**

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Executive Summary.....Page 3

Scope of Report.....Page 4

Existing System Technical Status.....Page 4

Existing Radio System Performance Observations.....Page 6

Radio System Planning and Integration.....Page 8

Long Term Technology Positioning.....Page12

LTE, TETRA, and the P25 Relationship.....Page 13

Report Conclusion.....Page 14

Recommendation.....Page 14

## City of Turlock Police Department – Radio System Report

### Executive Summary

As the construction continues on the new City of Turlock Police Station, the necessity to select a public safety emergency radio system to be utilized by the community's first responders and general governmental service providers is close at hand. The existing radio system, an older Motorola analog trunked system, utilized by the City of Turlock Police and Fire Departments, as well as the City of Turlock Public Works Department along with the University of California Stanislaus and the City of Ceres Police Department, is currently located in the existing police station. The new station construction project includes the provision to house a public safety radio system within a building constructed to critical facility standards.

To assist the City of Turlock in evaluating options to integrate a public safety emergency radio system into the new facility, WLC Architects completed an assessment of the existing 800 MHz trunked radio system that has been serving the city's first responders since the late 1990s. Included in the assessment is a functional description of the existing system and a technical review of the system status. Also included in the assessment are findings gained from a scientific system performance observation as well as characterizations of system performance based on the daily operational experience of the system from the point of view of the user base.

The assessment demonstrated the existing system has served the community and participating agencies very well over the years, with fairly predictable and reliable operations. The assessment did reveal that some areas of the City of Turlock, especially those areas with new construction most distant from the existing Police Station radio installation, are subject to weak coverage and unreliable radio communications, specifically within buildings. The assessment also confirmed that a high percentage of mobile and portable radios utilized by city personnel are obsolete and need to be replaced.

The results of the assessment were utilized to develop several options for the city to consider when selecting a communications platform to deploy before the new police station construction project is completed. These options are presented as Options 1 through 3. Option 1 is the least expensive, and relies on relocating existing equipment from the current to the new station. Option 1 continues the use of the existing, but now legacy, communications technology utilized by the City of Turlock and has a strict life expectancy. Options 2 and 3 prescribe new digital communications technology that is the current industry standard for public safety providers and is well supported by the vendor and service community. Options 2 and 3 provide the long term solution for the city that provides a vendor supportable technology platform while insuring that the most modern features such as encryption, redundancy, clear audio, and continuous signal coverage through roaming is available to the end user. The funding required for the options range from an estimated \$200,000 for the simplistic Option 1, to greater than \$1.2 million for an Option 2 or 3 solution. Options 2 and 3 are nearly identical in the technical sense, but differ in the organizational sense as Option 2 is implemented solely by the City of Turlock and Option 3 is based upon an implementation through a consortium of the city and other governmental participants.

The assessment and options are organized into the City of Turlock Police Department – Radio System Report. The report concludes with a series of recommendations that the city can utilize which will position them with a modern Project 25 digital radio system no later than 2018, or as funding permits, as early as nine months from the commencement of a project to fully upgrade the radio system.

### **Scope of Report**

The scope of this document is to provide specific information to the City of Turlock Police Department to assist in defining the actual status of their radio system and to offer options as to what strategies would be available to integrate the public safety radio system into the migration to the new police facility in late 2013. After technical analysis and discussion of the current situation, the report concludes with a series of recommendations the city can utilize to well position a solution for their radio system requirement at the time the new station is occupied and into the future. While it is understood that components of the city's trunked radio network are also used by the City of Ceres and the University of California, Stanislaus, suggestions or conclusions within this document do not fully take into account the needs of these other agencies or possible impacts on radio operations in those agencies resulting from a strategy or direction that the City of Turlock chooses to take.

### **Existing System Technical Status**

The City of Turlock continues to operate an 800 MHz Motorola Smartnet II, 6 channel analog radio system. Turlock's radio system actually contains some equipment that would allow it to operate in a digital mode if desired, but that feature has never been built out or implemented in the city. The trunked radio system is connected to a Motorola Gold Elite dispatch console system through an Embassy switch system. The Smartnet II, Gold Elite and Embassy combination represent an industry standard radio system configuration.

The dispatch console system extends beyond the City of Turlock into the City of Ceres and the University of California, Stanislaus. A separate Smartnet II trunked radio system is installed and operational in the City of Ceres and shares Turlock's Gold Elite and Embassy switch system.

The majority of the subscriber, or mobile and portable radios in the fleet are MTS 2000 portable and MCS 2000 mobile radios. A relative smaller number of XTS 5000 portable and XTL 5000 mobile radios are being utilized as well in the City of Turlock.

At the date of this report, the status of the city's equipment as follows:

- Smartnet II 6809 Trunking Controller - The controller is the device that runs the trunked radio system. It provides the service of assigning voice calls on discrete talkgroups to individual radio channels in the trunked radio system. It also acts as the "go between" for the console system and the radio channels. The controller is a very critical part of a trunked radio system and requires full and reliable operation to maintain mission critical readiness of the radio system. The 6809 platform was discontinued by Motorola nearly 10 years ago. In the intervening time, repair parts have become scarce and Motorola will only support the controller on a best effort basis. While 6809 systems do remain in active service today, and may well continue to operate into the future, continued usage is a risky endeavor without a source of serviceable spare boards and parts.
- Quantar Base/Repeater Stations - The Quantar model radios are the actual radio repeaters that transmit and receive signals between user radios in the field and the dispatchers using their Gold Elite consoles. The Quantar line will not be available for purchase after 2011. For the next seven years, the Quantar will be fully supported by Motorola with spare parts and factory service options.
- Gold Elite Console System - The console system includes the console interface equipment (gray box) on the dispatch console and the back room central electronics bank and ambassador interface equipment. The Gold Elite series of console equipment very recently passed the "last buy" date. The equipment will continue to be supported by Motorola for a period of seven years. After that period, support and likely spare parts will begin to diminish with continued availability of either at risk.
- MTS/MCS Portable and Mobile Radios - The MTS and MCS radio models were discontinued by Motorola in approximately 2000. These radios are limited to analog operation, with no provision to upgrade to digital. Spare parts to support these radios have recently become scarce. There is no guarantee that a failed radio can successfully be repaired at this point in the product life cycle.
- XTS/XTL Portable and Mobile Radios- The XTS and XTL radio models are an in production radio, capable of both analog and digital operation, and fully supported with spare parts and factory assistance by Motorola. These radio models will be fully supported for the foreseeable future.

A brief visual inspection of the trunked radio system and the Gold Elite backroom equipment shows that it was installed with good workmanship practices and appears to be maintained well. Recently, the radio infrastructure was rebanded. Reportedly the retuning went well, with no failures of equipment when it was shut down and restarted. The 6809 controller had its firmware replaced during the rebanding process, so it is now operating on the last release of firmware. It is a good sign when equipment can be shutdown, have major parts replaced or codeplugs reprogrammed, and then start working again without intervention when electrical power is reapplied.

### **Existing Radio System Performance Observations**

Members of the Police and Fire Department were asked for their perspective of daily radio system performance. Specifically, personnel were asked to share their knowledge of radio dead areas and what do they do when they encounter those dead areas. A patrol officer in the Police Department reported the system worked fairly well, with the exception of poor coverage in the John H Pitman High School building, in the northern part of the city. The officer said he relied on his cell phone when in the school buildings. A Chief Officer in the Fire Department also reported the system works well in many places, except in some newer buildings that were expansive and were built with metal construction. He explained the Fire Department was evaluating whether to require the installation of Bi-Directional Amplifiers in buildings with poor coverage. Neither of the public safety officers reported hearing honks on their radios, which indicates the radios are still in contact with the trunking controller, but not necessarily enjoying radio signal strength levels of an adequate intensity to insure reliable communications.

A drive test to observe base station signal levels was completed. Signal levels were found to be strong and fairly consistent well away from the transmitter antenna at the Police Station. Street level signals were measured at a -84 dBm on West Christoffersen Parkway, directly in front of John H. Pitman High School. The high school was built in 2002 and utilizes modern construction which contains metal foil, concrete material and metal structural members throughout the facility. The high metal content tends to reduce the strength of radio signals traveling into or out of the building. A 20 dB loss of radio signal transmission through a high density building such as the high school can be expected. Factoring the 20 dB loss, the estimated signal level within the school building is predicted to be in the order of -104 dBm which explains why poor receive signals are encountered in the school. The goal for radio signal strength inside of a building is typically -95 dBm minimum to insure consistently reliable radio performance. The drive test did not evaluate talk-in (subscriber to base station) performance, although the absorptive signal loss equally affects radio signals transmitting to, and being received from dispatch. There is an expectation that in-building radio coverage will improve marginally when the tower at the new police facility is placed into operation, because the higher tower elevation will improve the line of sight condition that is required for radio signal transmission and reception.

The following chart documents approximate signal strength levels measured from six locations in the north end of the city. Although somewhat counter intuitive, a lower whole number value equates to a higher radio signal strength and thus better coverage. These readings were taken from a 3dB gain antenna, approximately five feet above ground.

Monte Vista and Demar	-73 dBm
Front of Pitman High School	-84 dBm
University Circle and Monte Vista	-73 dBm
N Walnut and Monte Vista	-75 dBm
Golden State and Tuolumne	-66 dBm
Hwy 99 and Ceres	-87 dBm

Continuing with the current system performance assessment, further testing would be required to determine if a receiver voting site or simulcast transmitters located near Pitman High School would improve the radio coverage in that area. A voting system places an extra set of base station receivers away from the Police Station. When mobile or portable radio users call dispatchers or talk amongst themselves, a voting system evaluates which radio site is receiving the subscriber signal the best and that becomes the audio everyone will hear until a different receiver site receives a stronger signal. Many times, reported coverage problems exist in one direction only; it may be that the Police Officer or Firefighter can hear dispatch or other units, but simply isn't strong enough to successfully answer back. In this case, a receiver voting system can improve or fully solve the deficiency. Sometimes, voting systems alone do not fully improve the situation, leading to the requirement that simulcast transmitters be installed to provide signal coverage in weak areas. Simulcast equipment places an extra set of base stations in a weak coverage area and they transmit the same information concurrently with the existing base station transmitters to improve signal strength and thus improve radio signal coverage. A combination of voting and simulcast operation is frequently utilized to resolve radio coverage problems or to expand a radio signal coverage footprint.

Lastly on the topic of system performance, one of the trunked channels is experiencing harmful levels of interference. The interference is police communications originating closer to the San Francisco Bay Area. Reportedly, this interference emerged after Turlock's 800 MHz rebanding activity, possibly due to a Sprint/Nextel frequency assignment error. Sprint/Nextel is federally mandated to provide "like facility" throughout the rebanding process, including interference free channels. When the rebanding process is complete, there should be no more or less interference than there was prior to rebanding. This situation should be reviewed with Sprint/Nextel and the 800 MHz Transition Administrator, especially if the interference resulted from rebanding activity.

### **Radio System Planning and Integration**

The city's future public safety voice communications needs can be met in several ways. The strategies presented below provide a range of options from maintaining the existing Smartnet II analog service to full conversion to a modern, standards based Project 25 digital radio system.

#### **Option 1:**

The city can elect to retain the current system configuration and plan to relocate it to the new police facility at the time construction is completed. Radio system coverage and performance is not expected to degrade, and may well slightly improve from the taller radio tower at the new police station. While this document is not a prescription for the steps to move the equipment, it is nonetheless possible to relocate the back room radio and dispatch center equipment from its current location to the new Turlock Police facility over a very short period of time. There are workarounds to maintain communications during an equipment relocation, including placing the system into failsoft and using control stations to dispatch during the move. Risk is minimal, and with proper planning, can be fully managed. Essentially, the new station facility can be pre-configured with equipment, cabling, and hardware items to accept the existing equipment very rapidly during a move.

Due to the age of the 6809 controller, and its non-supported status, coupled with it arguably being the most fragile piece of radio system equipment, Option 1 is best considered if the 6809 controller is replaced with a newer MTC 3600 controller.

Option 1 is the most cost effective solution because it is predicated on reuse of much of the equipment in service today. The fiscal impact to the other agencies utilizing the console system is negligible if equipment is relocated.

Option 1 delivers a relatively quick solution to implement. The level of effort to realize Option 1 centers around procurement of the MTC 3600 controller and trunking combiner, pre-cabling for the migration of the equipment from the existing to the new police station, and finally the sequential movement of equipment. The estimated elapsed time to complete Option 1 would be about three weeks for a small workforce of several personnel.

If Option 1 emerges as the preferred choice, the city will need to realize that eventually it will be necessary to replace key components of the system before support levels fully decay. Seven years from the date of this document would be the maximum time frame that the city would want to continue to rely upon the Smartnet II and Gold Elite infrastructure.

The probable cost to incorporate Option 1 into the City of Turlock's new police station is approximately \$200,000. Included in this price is a replacement trunking controller and a new transmitter combiner and antenna multicoupler system, as well as other items that will facilitate the relocation of equipment. Antennas and feedline for the tower are also included. Rounding out the equipment requirements are three "doomsday" control stations and antennas to support continued dispatch operation during the move. These control stations will remain in place after the move and serve into the future as a back up to the console system.

**Option 2:**

The city may elect to replace the existing system with an 800 MHz, Project 25, digital trunked radio system. There is an industry-wide conversion well under way to deploy Project 25 digital radio solutions as new systems, and as replacements for existing analog radio systems. Project 25 holds favor because it is spectrally efficient as well as being standards based which supports basic interoperability and transparency amongst vendors. The P25 digital solution allows for better system redundancy, voice encryption, and potentially a larger or more reinforced radio signal coverage footprint. A Project 25 digital radio system will generally provide better performance in areas where analog systems previously sounded scratchy. The system redundancy is improved through the use of IP switched interconnection circuits that can be routed over different paths and thus not be affected by a transport path outage within the network.

Phase 1 digital systems, or FDMA based technology, is designed to fundamentally overlay and match analog coverage. As such, the tower requirements, facility requirements, and overall radio communications performance in the city will closely resemble today's analog experience. As part of this solution, all base stations, the trunking controller and the dispatch consoles will need to be replaced. The MTS and MCS 2000 model subscriber units would need to be replaced with digital capable radios.

The cost of a P25 system is significant. It will also be an impact to the two other agencies utilizing the existing Gold Elite equipment. These agencies will need to enter a parallel upgrade to Project 25 Digital operations. The city could also consider transferring the analog equipment to the two other agencies for them to operate independently if they elect to remain analog. There is also an option that the existing Smartnet II system could be operated concurrently and interlinked with a P25 digital system. This scenario makes economic sense in some cases, for example, to spread out over a period of time the expense to acquire digital subscriber units, but in the case of Turlock, it would not be a smart investment because the fleet size is fairly small and technology migration costs are thus more easily manageable within a short timeframe.

Interoperability in Option 2 will be compromised until all cooperating agencies are utilizing Project 25 capable subscriber units. Gateways and patch solutions which build analog to digital communications bridges may be viable solutions, but the most reliable, safest, and efficient interoperability always occurs when first responders can immediately switch to the frequency, channel or talkgroup where the communication that they need to be a part of is occurring.

Project 25 systems must also be evaluated in terms of the cost to sustain them. Modern P25 trunked radio systems rely on often customized information technology equipment such as servers, routers, and switches in addition to proprietary operating software. There will be a recurring cost to support this type of equipment and any accompanying software solutions. The P25 radio systems are a product of converged computing and radio transmission technologies. Much like with an information technology system or a computer aided dispatch solution, an end user should expect to fund a yearly recurring software/hardware maintenance cost of approximately 7-10 percent of the initial P25 system infrastructure cost. The recurring cost is over and above any contracted or time and material expenses to repair failed infrastructure hardware or subscriber units. The recurring cost can be more accurately viewed as an intellectual property licensing and software support expense. Each manufacturer will uniquely assess and negotiate this ongoing cost of ownership structure.

The probable hardware and services cost for a Project 25, digital radio system with two six channel remote radio sites, one serving the City of Turlock and the other serving the City of Ceres, along with a core site trunking controller is approximately \$1,200,000. Each console position will incrementally add approximately \$40,000 to this cost. A single path of microwave interconnection between the two radio sites will add an additional \$150,000 to the overall cost. A total cost in the two to three million dollar range can be expected under this option, when services are included.

**Option 3:**

The city may elect to enter into an intergovernmental partnership that delivers mission critical voice radio service. Very similar to Option 2, this option will almost certainly result in Project 25 digital operations in the City of Turlock, and very likely on 700 and/or 800 MHz. (Note please that 700 and 800 MHz are used interchangeably; subscriber radios will work on both bands.) The business model supporting this option may be the City of Turlock becoming a service provider and building a radio system and offering a fee for service to other agencies. Conversely, it could result in the City of Turlock becoming a customer of a county or some other radio system provider.

There may also be an option to form a Joint Powers Agency where governance and cost become a distributed responsibility amongst all participating agencies. Whatever the case, Option 3 serves to cost share. Regardless of the business model, Option 3 works best when there is a clear and mutually agreed upon vision of how the system will work, where it will work, what it will cost, and who will pay what cost. The Option 3 solution also needs to accompany a strong understanding of what will happen when it is time to replace the system or when someone outgrows the system. Common administrative challenges in regional radio systems center on determining priority for radio signal coverage enhancement and operational cost distribution formulas. In today's world of extreme governmental financial challenge, it may be very difficult to enter into an agreement where it would appear that one agency is subsidizing another or is funding a system enhancement project in a different community that will never benefit the city providing a share of funding. Properly planned and managed though, regional systems deliver a large coverage footprint, economic value and economy of scale, and reliable interoperability across the user group.

Option 3 is considered a regionalized radio system. Grant funding is prioritized for regional solutions. Regional radio systems that are innovative and include as many participants as possible historically receive funding over systems that serve a single community. Reportedly, Stanislaus County is nearing a decision point on the purchase of a P25 digital radio system that may be available to, and serve the needs of Turlock. There is not sufficient system information at this point to evaluate how closely this solution will meet Turlock's needs now and in the future.

An Option 3 system will have the best interoperability because all users will be on the same radio system. A well planned Option 3 will also provide greater redundancy due to overlapping coverage within the system itself.

Since Options 2 and 3 are essentially the same technical solution, the time required to implement at least adequate infrastructure items to meet the needs of the City of Turlock, is expected to be substantially identical. The order of operation for either Option 2 or 3 will begin with an engineering review which will conclude with the generation of an equipment list and a scope of work for installation. The equipment list will serve as required items for the project, and will include pricing. The equipment list and scope of work will serve as the basis for negotiation of the final options and resulting price structure. The City of Turlock should expect to spend approximately four months in engineering review, followed by another month to complete final negotiation. For the scope of this document, all facilities that will house equipment are assumed to be complete and ready for usage.

Once a purchase order is released, the City of Turlock can reasonably expect a 90 day delivery schedule, followed by another 45 days to complete infrastructure/backbone installation and optimization, including the provisioning and deployment of subscriber equipment. Acceptance testing can be completed in a matter of days, which is the capstone of the project. Total project development, construction, and implementation time for Options 2 or 3 is estimated to not exceed nine months. There is insufficient information available at the time of this report to develop a probable cost for Option 3.

The new police facility will be able to fully support any of these three options. The following observations are noteworthy:

- The 180 foot tower will accommodate 800 MHz antenna systems that support either an analog or digital radio system.
- The radio equipment room at the base of the tower can be fitted with equipment racks to support Option 1, or can be left open to house radio equipment supplied in cabinets or a modular configuration as would be found in an Option 2 or 3 solution.
- A 200 amp electrical service to the radio equipment room will provide a sufficient amount of power to operate a public safety radio system sized for the City of Turlock while allowing room for growth.
- Cable transport conduit between the radio equipment room, the police station, and ultimately the dispatch floor will facilitate either an analog or digital radio system infrastructure.

It is recommended the City of Turlock consider the following items for inclusion into whatever option is determined to best meet the city's needs:

- Determine whether one or more receiver voting sites or simulcast installations would improve radio coverage in known weak signal areas.
- Develop a back up radio communications plan that utilizes radio frequencies in a simplex mode to provide redundancy during a system outage, and to maintain a degree of reliable communications in the field if out of range of the radio repeaters.
- Consider marketing antenna mounting space on the new tower to the cellular carrier market as a way to generate recurring revenue.

### **Long Term Technology Positioning**

Moving forward, the City of Turlock can fully expect to operate on a Project 25 radio system at some point in the future. Many agencies are actively converting from analog and first generation digital infrastructure to Project 25. Project 25 has become the recognized standard, best practice public safety radio system in the United States. Project 25 by its nature is an open, non-proprietary architecture that promotes manufacturer competition. For example, Project 25 allows a base station from vendor A to work with a subscriber from Vendor B, and a console system from Vendor C can talk to any other vendor's console. While this diversity can be leveraged to keep pricing competitive, it can also hinder full system functionality and create difficulty in maintaining sustainable operation. Project 25 is a base standard. Some vendors opt to add additional functionality over and above the P25 base standard to improve the value of their product offering. The added functionality or feature set often can only be used within a single manufacturer's product line. Crossing vendor equipment lines will likely prevent a customer from realizing full value from their radio equipment purchase. While P25 equipment is engineered to an open standard, equipment operated in a multi-vendor environment may be difficult to insure continued compatibility in the event a vendor changes something as simple as a software revision. In the same thought, in the event a failure occurs, it may be very difficult to actually determine what component part of the system as a whole is introducing the problem, and determine which vendor is responsible to solve the problem. The best way to avoid vendor finger pointing and insure full compatibility and access to value add features is to select a single vendor for all P25 equipment.

A single vendor relationship will help position the city into a partnership that can build a level of trust and long term commitment between the vendor and the city. In a Project 25 environment, it is important to note that the northern San Joaquin Valley is somewhat remote for technical resources familiar with these systems. A P25 vendor with a nearby support and service provision will best serve the city by insuring that trained personnel are nearby to respond in an outage or to investigate an operational abnormality.

### **LTE, Tetra and the P25 Relationship**

In this report there is no mention of Long Term Evolution as being an option to meet the city's voice communications needs. Long Term Evolution, or LTE, is the fourth generation wireless data environment. Several of the wireless carriers have adopted and are deploying LTE into their networks. There is an initiative at the federal level for legislative bodies to allocate additional 700 MHz spectrum for public safety to construct and deploy a national broadband wireless data system. This system will be able to deliver a content rich, multimedia solution to public safety vehicles and field personnel. Content such as live scene video, biometric identifications, and graphical information system data will be accessible in the field, where it is frequently needed the most. There is the belief that the LTE system will ultimately be able to carry mission critical voice traffic, such as traditional police and fire radio calls, and thus supplant or render obsolete P25 Digital technology. It is important to understand that LTE does not have a provision for mission critical voice today. Many industry experts believe that the public safety grade, mission critical voice capability that would match P25's reliability is at least 10 years away from implementation, if it is ever implemented.

LTE is an international wireless data transmission system standard. The standard is a product of the European Union and is designed for carrier class operators such as Verizon, AT&T, and Sprint to allow them to serve their customers' growing needs for high speed wireless data which support smart phones, tablet computing, and other mobility centric devices. The public safety community, as a whole, will represent a very small user group of the technology platform. A growing concern is that the public safety consortium will not carry a large voice in the development of standards that would position LTE as a formidable public safety solution. Without the large voice, the LTE standard may quickly become focused as a commercial, non-mission critical solution, which will lessen the value of the technology to the public safety community. It is also equally important to realize that the additional 700 MHz radio spectrum has yet to be allocated to public safety, despite several "close calls" that it would be allocated over the last several years. LTE should be viewed in the context of what it is today and is predicted to be well into the future: a high speed mobile data connectivity system that complements a mission critical voice radio system, but does not replace it. For these reasons, LTE is not being presented as a viable architectural solution for the City of Turlock's voice communication requirements over the next ten years.

Terrestrial Trunked Radio, or TETRA, is a similar technology to Project 25 which also provides highly reliable, digital type voice radio communications. TETRA emerged in the European Union about the same time that Project 25 emerged in the United States. TETRA equipment is not interoperable with P25 equipment. TETRA usage is very limited in the United States. The Federal Communications Commission is only authorizing TETRA system operation through a rule waiver process. The FCC has also stated there is to be no TETRA operation in the 800 MHz public safety band where the City of Turlock holds its radio licenses. Since the TETRA architecture is not interoperable with P25, and not licensable in the 800 MHz public safety band, it is not considered as a viable architectural solution for the City of Turlock's voice communication requirements in the future.

## **Report Conclusion**

The City of Turlock's radio system is nearing the end of its lifecycle, driven by the availability of newer technology and the eventual discontinuance of factory support and repair parts for the existing complement of equipment. Historically, the radio system has served the city well. Some areas of weak coverage do exist, especially within modern buildings because their construction materials absorb and attenuate radio signals. The city's mobile and portable radio fleet has a large concentration of older equipment that is no longer manufacturer supported.

The city will be best served by identifying and taking steps now that will eventually position it with access to a modern, standards based Project 25 radio system in the future. The most cost effective P25 solution for the city is one that is cooperative, and uses a business model that distributes the capital and recurring expense across a number of participating agencies. The most frequently seen examples of cooperative system environments are operated by the county in the form of a regional system, or under the auspices of several agencies that form a Joint Powers Agreement to provide and share public safety radio services.

While the city's radio system represents a now previous generation of technology, there is nonetheless some service life remaining. The city can make use of this remaining service life through a combination of partially updating, then relocating the backbone radio system to the new station. This approach represents the minimal cost to equip the new police station with a public safety radio system, and does not place a significant financial or operational burden on the City of Ceres or the University of California, Stanislaus. The Cities of Turlock, Ceres and the UC would continue using the Smartnet II trunking architecture under the relocation approach.

## **Recommendation**

The most cost effective approach to integrate a radio system into the new police station facility is to relocate and then utilize the remaining service life of the Smartnet II radio system currently in service at the City of Turlock. Beginning immediately and extending over time, proceed to identify the steps required to transition, then finally migrate away from the Smartnet II radio system to a cooperative Project 25 Digital radio operation at a definitive time in the future.

The steps below guide this process:

1. Upgrade the trunking controller, and then relocate the new controller and existing trunking system to the new police station.
2. Develop a solution to improve the weak signal condition and insure radio communications integrity within Pitman High School and similar structures of radio absorptive construction.
3. Replace the existing fleet of analog subscriber radios (mobile and portable) with manufacturer supported radios that are Project 25 Digital equipped.

4. Continue to utilize the radio system backbone until 2018, at which time Motorola's service commitment to the Gold Elite console system and the Quantar base stations terminates.
5. Over the next five years, acquire funding and invest in a Project 25 backbone radio system to replace the analog Smartnet II architecture no later than 2018. Sooner if possible to gain P25 system benefits.

- or -

Begin to study the feasibility of, and plan to transition to a cooperative system, either through a partnership with the county, JPA, or possibly as a system owner providing services to other agencies. Again, a migration to new technology needs to occur prior to 2018.

6. By 2017, begin to either construct a new Project 25 system to serve the City of Turlock and other partners, or become a customer on a regional system solution likely operated by the county.

Depending upon the availability of fiscal resource, this plan can be accelerated and the Project 25 transition objective and resulting benefits can be realized sooner. The expectation to successfully rely on any Smartnet II technology beyond 2018 is a risky proposition and is not recommended for the city.

# PUBLIC SAFETY TECHNOLOGY



Photos courtesy Tail Communications

## A P25 Simulcast Guide

Although a solution to many analog simulcast problems, Project 25 (P25) simulcast technology also creates new challenges. By Keith Whitt

**A**n increasing number of public-safety agencies are facing difficult radio system upgrade decisions. Radio system manufacturers are moving away from analog technology and phasing out support of legacy analog systems. As this occurs, system owners must determine a path forward. For many public-safety agencies that path is Project 25 (P25), and often, it's P25 simulcast technology.

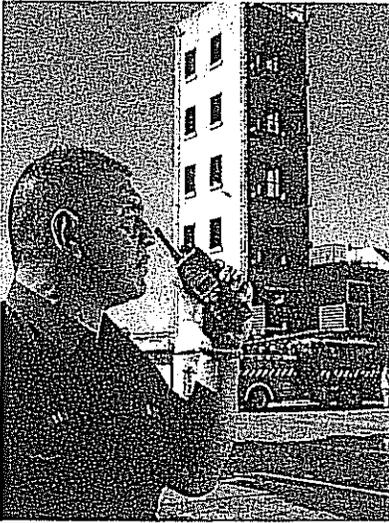
### System Demands

Trunked radio systems built in the 1990s for small and medium-sized

agencies often used a single radio site or a single transmit site with multiple receive-only sites. By avoiding multi-site simulcast configurations, deployment and maintenance costs were greatly reduced. The systems were designed to support mobile radios with only limited requirements for indoor portable coverage.

Since initial system deployments, service areas typically experience deteriorated coverage performance, often because of annexed property, added buildings and increased foliage. Fur-

thermore, system users are more dependent on portable radios than before, demanding coverage in places where the system was not originally designed to serve. An increased focus on mutual aid may have also increased the agency's response area. Most radio system upgrades include coverage enhancements to meet the increasing needs and requirements of the system users. Coverage enhancements are often accomplished by adding radio sites. Few systems can meet the in-building and mutual aid coverage



Simulcast systems use the same set of radio channels at each site location.

requirements of public-safety officers and first responders with only one radio site.

Whether expanding from a single site to multiple sites or increasing the site count of an existing multisite system, a decision must be made to use either simulcast or multicast technology. Because of spectrum shortages, that decision is often predetermined as simulcast.

### Simulcast vs. Multicast

Simulcast systems use the same set of radio channels at each site location. Transmissions from all sites are synchronized to form a composite coverage area composed of all sites in the simulcast cluster. The resulting simulcast zone is perceived by the users as a single site. There is no site selection or roaming performed by the users or their radios. Similarly, transmissions from field users are received by one or more of the sites. The best quality signal is selected (or voted) by the system and rerouted to all sites in the simulcast zone to be transmitted (repeated) to field units. Transmit timing and frequency stability are critical to ensure that the sites function as a synchronized cluster without destructive interference in areas of coverage overlap from multiple sites.

Multicast systems are composed of multiple sites that operate independently on unique channel sets. Transmission synchronization is not required. System users are registered

on one site at a time, and system control equipment routes talk group calls to any site where a registered user is tuned to the active talk group. For example, if users on talk group PD-1 are registered on three different sites, all three sites will deliver each transmission for the PD-1 talk group. Field radios must detect the best site for registration. Unlike cell phones, P25 trunked radios don't have intelligent handoff schemes. Thresholds must be set in the user radio to determine when scanning for a better site should occur. Sites with overlapping coverage can cause performance and registration issues, leading to dropped calls and missed transmissions. Overlapping coverage areas are often unavoidable when site placement is dictated by in-building coverage requirements.

Because of transmitter synchronization requirements, simulcast systems are more challenging to deploy and maintain than multicast systems. However, simulcast configurations are more spectrally efficient. A 10-channel simulcast system requires 10 channel pairs regardless of site count. The equivalent multicast system would require 10 unique frequency sets at each site, excluding frequency reuse at sites with sufficient separation. This comparison is an oversimplification, and fewer channels might be deployed at each site in a multicast system depending on the anticipated geographic distribution of the users. However, in almost all cases, simulcast networks are more spectrally efficient than multicast networks supporting the same user base.

Because of spectrum shortages and sites spaced closer to support in-building coverage, many public-safety agencies will come to the conclusion that P25 simulcast provides the best overall upgrade solution.

### Simulcast Fears

System managers have had a healthy fear of simulcast, using simulcast technology only if absolutely needed. Deployment cost, exotic equipment, optimization challenges and long-term maintenance were all valid concerns.

P25 simulcast technology challenges many of these preconceived fears.

First, there is no simulcast sound associated with P25. Unlike with analog modulation, the P25 digital bits are either received or lost. The audio distortions that are inherent to analog simulcast in overlapping areas are virtually eliminated with P25 digital simulcast. It's all about achieving the required bit error rate (BER).

The current offerings of P25 simulcast equipment are also less complex from an integration perspective. No more block delays, audio conditioning or specialized T1 channel banks. Time synchronization and signal processing is handled in the system controllers, repeaters and/or voters, depending on the specific manufacturer. With the exception of a GPS reference oscillator, the equipment at a P25 simulcast site is similar to that of a nonsimulcast site.

P25 simulcast systems predominantly use IP networks for backhaul. These might be dedicated IP networks via microwave or a virtual local area network (VLAN) on some larger IP network. However, the old analog and T1 circuit issues are now replaced by new issues, such as network latency and jitter. But in general, the radio and backhaul equipment used in modern P25 simulcast systems is less scary for both IT departments and radio maintenance organizations.

### Coverage Testing

Acceptance testing of analog simulcast systems was often challenging. Coverage acceptance relied predominantly on signal-level testing throughout a specified coverage area. A common test methodology would use an automated test receiver to continually capture signal levels and GPS positions along a drive route. The test results show that a specified signal-level threshold was achieved at some agreed-on reliability. A typical coverage requirement for a public-safety radio system might specify a delivered audio quality (DAQ) of 3.4 with an area reliability of 95 percent for portable radios. Based on the modulation, bandwidth

## Simulcast systems are more challenging to deploy and maintain than multicast systems, but are more spectrally efficient.

and sensitivity of the user radios and an assumed body loss value, the DAQ 3.4 requirement is translated to a signal level. Unfortunately showing that -90 dBm or better is met in 95 percent of the test grids doesn't ensure that the required DAQ is actually achieved. This measurement only examines power and is unable to discern other factors, such as multipath interference, phase distortion or time domain interference (TDI).

TDI is destructive interference that occurs in simulcast overlap areas when signals from multiple sites are not time synchronized within a required design tolerance. The presence of TDI and other forms of interference will degrade signal quality even if the target

signal level is delivered. Various methods can be used to spot check analog simulcast performance and estimate if the desired DAQ is actually achieved at the calculated signal level. But there is no repeatable and statistically valid method to verify analog signal quality throughout the coverage area of an analog simulcast system.

BER provides a good metric for evaluating the overall signal quality of P25 transmissions. If the required bits are received and decoded, audio is reproduced accurately. If too many bits are lost or destroyed, audio is not reproduced accurately. From an evaluation perspective, the cause of lost information is irrelevant, whether from low-signal level, TDI, multipath,

co-channel interference or intermodulation. All that matters is if the transmission was received error-free or not. Most importantly, drive test equipment is available that can capture BER, received signal strength indicator (RSSI) and GPS position continuously along a route.

Two percent BER is generally accepted as equivalent to DAQ 3.4. Therefore, demonstrating that 2 percent BER or better is achieved throughout the required service area provides a high degree of confidence that the coverage goal was met. Attenuation can be added to the input of the test receiver to simulate other conditions such as body loss and building attenuation.

### P25 Benefits and Challenges

Agencies considering a P25 upgrade often ask if they can mix and match equipment from multiple vendors. The best answer is, kind of. This



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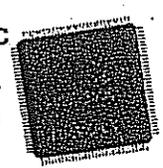
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**The audio distortions that are inherent to analog simulcast in overlapping areas are virtually eliminated with P25 digital simulcast.**

is not specifically a simulcast issue, but is relevant to any discussion about upgrading from a legacy analog system to a P25 network.

One of the fundamental aspects of P25 is the Common Air Interface (CAI). In theory, any P25-compliant user radio should be able to function on any P25 system operating in the same frequency band. This goal was realized early on with P25 conventional systems. However, P25 trunking posed various compatibility challenges. The development of the P25 Compliance Assessment Program (CAP) in 2010 was an important step in delivering multivendor compatibility of P25 trunked radios. As a result, there are now P25 trunked radio systems

operating with user radios from multiple vendors. There are also deployments consisting of a radio infrastructure from one vendor and user radios exclusively from another. It may sound as if P25 incompatibilities are a thing of the past, but it's important to understand the limitations of CAP and the P25 standard.

P25 CAP is intended to verify compatibility and compliance with P25 requirements, including specifications for simulcast modulation and simulcast delay spread. However, P25 allows for proprietary features. Some proprietary features are popular and might be important to agencies that rely on similar proprietary features with a legacy system. Dynamic

regrouping, priority scanning and fail-soft channel mapping are examples of features that are commonly used but are not specifically addressed by the P25 standard and are not covered in P25 CAP testing. Multivendor compatibility with these nonstandard features is not guaranteed.

Over-the-air programming (OTAP) is not standardized either. OTAP is officially on the P25 roadmap, but vast differences in user radio features and interfaces render a P25 OTAP standard unlikely in the foreseeable future. Because most proprietary OTAP solutions use P25 packet data for communications with field units, limited OTAP compatibility may be achievable, dependent on which user radios are paired with which infrastructure solution.

Over-the-air rekeying (OTAR) of encryption is standardized and can be used in multivendor environments. OTAR compatibility is a component of P25 CAP testing.

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On the infrastructure side, great strides have been made with P25 standards for the Console Subsystem Interface (CSSI) and Inter Subsystem Interface (ISSI). CSSI provides a standardized interface for dispatching consoles to connect to a P25 radio infrastructure. CSSI also provides a standardized interface for voice recorders. However, as with the user radios, CSSI only addresses P25 standard features and options. Compatibility with proprietary features, such as dynamic regrouping and talk group merging, is not guaranteed.

ISSI is available and provides connectivity between P25 trunked systems regardless of manufacturer. This connectivity is limited to the most basic of functions such as group calls, unit identification (ID) and emergency declaration. Although the term "manual roaming" is often listed in ISSI literature, manual roaming is marketing speak for no roaming at all. Radio IDs must be programmed into all systems connected via ISSI. More sophisticated mobility features for user roaming and authentication are addressed in the P25 ISSI standard and are on the development roadmap for the major P25 players, but are unlikely to be available within the next few years.

What is possible for multivendor deployments? Realistically, an agency could deploy a P25 system using different manufacturers for the radio infrastructure, console system, voice recording system, user radios and OTAR key management facility. However, someone has to integrate the subsystems and provide ongoing support and maintenance. The P25 manufacturers have varying business models when it comes to multivendor deployments and overall system integration strategies. Depending on an agency's comfort level, equipment vendor preferences and dependence on proprietary features, the choices range from a true multivendor procurement of the major subsystems to a traditional turnkey solution. Recent advancements in the P25 standard and vendor offerings provide new opportunities for public-safety agencies, but they

also introduce new challenges. ■

Keith Whitt is director of engineering services for Trot Communications Group, an independent communications consulting

firm. With more than 20 years of experience in land mobile and public-safety communications, Whitt assists clients with radio communications projects. Email comments to [keith.whitt@trotgroup.com](mailto:keith.whitt@trotgroup.com).

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5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }  
OF 7/26/12 IN THE AMOUNT OF }  
\$2,673,852.24; DEMANDS OF 8/2/12 IN THE }  
AMOUNT OF \$1,379,003.54 }  
\_\_\_\_\_ }

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:
7/26/12	\$2,673,852.24
8/2/12	\$1,379,003.54

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

# Payment Register

From Payment Date: 7/20/2012 - To Payment Date: 7/26/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
89462	07/20/2012	Open			Accounts Payable	FARIA, JAMIE	\$426.00		
	Paying Fund			Cash Amount					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$427.50		
	110 - General Fund			110.11000 (Cash)			(\$1.50)		
89463	07/20/2012	Open			Accounts Payable	FRANCHISE TAX BOARD	\$75.93		
	Paying Fund			Cash Amount					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$77.43		
	110 - General Fund			110.11000 (Cash)			(\$1.50)		
89464	07/20/2012	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Paying Fund			Cash Amount					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$440.13		
	110 - General Fund			110.11000 (Cash)			(\$1.00)		
89465	07/24/2012	Open			Miscellaneous Billing Refund	ZELIDON, GINGER	\$1,036.84		
	Paying Fund			Cash Amount					
89466	998 - Due to/from Cash Clearing			998.11000 (Cash)			\$1,036.84		
	07/25/2012	Open			Utility Management Refund	BUTLER, SHARON	\$85.83		
	Paying Fund			Cash Amount					
89467	420 - WATER			420.11000 (Cash)			\$85.83		
	07/25/2012	Open			Utility Management Refund	GALLOWAY, SHERYL	\$58.71		
	Paying Fund			Cash Amount					
89468	420 - WATER			420.11000 (Cash)			\$58.71		
	07/25/2012	Open			Utility Management Refund	GARCIA, LUIS, TORRES	\$76.63		
	Paying Fund			Cash Amount					
89469	420 - WATER			420.11000 (Cash)			\$76.63		
	07/25/2012	Open			Utility Management Refund	JOSLIN REAL ESTATE	\$91.30		
	Paying Fund			Cash Amount					
89470	420 - WATER			420.11000 (Cash)			\$91.30		
	07/25/2012	Open			Utility Management Refund	MALTESE, LORI	\$71.13		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$71.13		

5A1

# Payment Register

From Payment Date: 7/20/2012 - To Payment Date: 7/26/2012

89471	07/25/2012	Open	Utility Management Refund	PERALES, EMMA	Amount
	Paying Fund		Cash Amount		
	420 - WATER		420.11000 (Cash)		\$15.80
89472	07/26/2012	Open	Accounts Payable	A & A PORTABLES INC	\$947.71
	Paying Fund		Cash Amount		
	301 - Capital Improvement		301.11000 (Cash)		\$947.71
89473	07/26/2012	Open	Accounts Payable	AFLAC	\$4,326.96
	Paying Fund		Cash Amount		
	104 - Payroll Clearing Fund		104.11000 (Cash)		\$4,326.96
89474	07/26/2012	Open	Accounts Payable	APPLIED PEST MANAGEMENT INC	\$220.00
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$220.00
89475	07/26/2012	Open	Accounts Payable	AT&T MOBILITY	\$923.31
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$845.12
	501 - Information Technology		501.11000 (Cash)		\$78.19
89476	07/26/2012	Open	Accounts Payable	BANK OF AGRICULTURE & COMMERCE	\$32,596.00
	Paying Fund		Cash Amount		
	305 - Capital Facility Fees		305.11000 (Cash)		\$32,596.00
89477	07/26/2012	Open	Accounts Payable	BIGLER CONSTRUCTION	\$2,639.10
	Paying Fund		Cash Amount		
	228 - Park Development Tax		228.11000 (Cash)		\$2,639.10
89478	07/26/2012	Open	Accounts Payable	BOBO CONSTRUCTIONS INC	\$321,571.06
	Paying Fund		Cash Amount		
	305 - Capital Facility Fees		305.11000 (Cash)		\$321,571.06
89479	07/26/2012	Open	Accounts Payable	CA BLDG STANDARDS COMMS	\$916.20
	Paying Fund		Cash Amount		
	405 - Building		405.11000 (Cash)		\$916.20
89480	07/26/2012	Open	Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$302.00
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$302.00
89481	07/26/2012	Open	Accounts Payable	CAROLLO ENGINEERS	\$485.70
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$323.80
	411 - Storm Drainage Construction		411.11000 (Cash)		\$161.90



# Payment Register

From Payment Date: 7/20/2012 - To Payment Date: 7/26/2012

89492	110 - General Fund 07/26/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	DAVEY TREE SURGERY CO	\$347.70	\$4,817.30
89493	110 - General Fund 07/26/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	DEPT OF CONSERVATION	\$4,817.30	\$2,369.55
89494	110 - General Fund 405 - Building 07/26/2012 Paying Fund	Open	110.11000 (Cash) 405.11000 (Cash)	Accounts Payable	DIEDE CONSTRUCTION INC	\$2,494.26 (\$124.71)	\$293,364.00
89495	305 - Capital Facility Fees 07/26/2012 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	FEDERAL EXPRESS	\$293,364.00	\$468.47
89496	110 - General Fund 215 - Streets - Grant Funded Projects 255 - CDBG 410 - WATER QUALITY CONTROL (WQC) 415 - Sewer Bond Projects 420 - WATER 07/26/2012 Paying Fund	Open	110.11000 (Cash) 215.11000 (Cash) 255.11000 (Cash) 410.11000 (Cash) 415.11000 (Cash) 420.11000 (Cash)	Accounts Payable	FLINT TRADING INC.	\$299.55 \$45.73 \$21.01 \$33.56 \$46.33 \$22.29	\$2,042.54
89497	217 - Streets - Gas Tax 07/26/2012 Paying Fund	Open	217.11000 (Cash)	Accounts Payable	FRAZIER MASONRY CORP	\$2,042.54	\$21,995.01
89498	305 - Capital Facility Fees 07/26/2012 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	GARTON TRACTOR INC	\$21,995.01	\$287.39
89499	110 - General Fund 07/26/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	GOMES & SONS INC, JOE M	\$287.39	\$20,640.59
	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER		110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 405.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash)			\$13,787.86 \$384.84 \$1,152.44 \$1,337.77 \$49.63 \$2,292.22 \$628.10	

# Payment Register

From Payment Date: 7/20/2012 - To Payment Date: 7/26/2012

89500	425 - Transit - Dial A Ride	425.11000 (Cash)	Accounts Payable	GOMES PROPANE	Amount	\$476.63
	426 - Transit - BLAST	426.11000 (Cash)				\$351.71
	501 - Information Technology	501.11000 (Cash)				\$59.36
	502 - Engineering	502.11000 (Cash)				\$120.03
	07/26/2012 Open					\$73.02
	Paying Fund	Cash Amount				
	217 - Streets - Gas Tax	217.11000 (Cash)				\$73.02
89501	07/26/2012 Open		Accounts Payable	GRAHAM PREWETT INC	Amount	\$231,349.50
	Paying Fund	Cash Amount				
	305 - Capital Facility Fees	305.11000 (Cash)				\$231,349.50
89502	07/26/2012 Open		Accounts Payable	HILMAR READY MIX	Amount	\$107.38
	Paying Fund	Cash Amount				
	217 - Streets - Gas Tax	217.11000 (Cash)				\$107.38
89503	07/26/2012 Open		Accounts Payable	HOLT OF CALIFORNIA INC	Amount	\$219.45
	Paying Fund	Cash Amount				
	217 - Streets - Gas Tax	217.11000 (Cash)				\$219.45
89504	07/26/2012 Open		Accounts Payable	ING LIFE INSURANCE AND	Amount	\$147.34
	Paying Fund	Cash Amount				
	104 - Payroll Clearing Fund	104.11000 (Cash)				\$147.34
89505	07/26/2012 Open		Accounts Payable	JCS PROPERTIES INC	Amount	\$1,775.17
	Paying Fund	Cash Amount				
	625 - Successor Agency - LMI	625.11000 (Cash)				\$1,775.17
89506	07/26/2012 Open		Accounts Payable	KEY SEAL PRODUCTS INC	Amount	\$2,500.00
	Paying Fund	Cash Amount				
	110 - General Fund	110.11000 (Cash)				\$2,500.00
89507	07/26/2012 Open		Accounts Payable	LEHIGH HANSON INC	Amount	\$1,169.62
	Paying Fund	Cash Amount				
	217 - Streets - Gas Tax	217.11000 (Cash)				\$1,169.62
89508	07/26/2012 Open		Accounts Payable	LINCOLN EQUIPMENT INC	Amount	\$986.32
	Paying Fund	Cash Amount				
	110 - General Fund	110.11000 (Cash)				\$986.32
89509	07/26/2012 Open		Accounts Payable	MADRUGA BROS ENT INC	Amount	\$354.00
	Paying Fund	Cash Amount				
	110 - General Fund	110.11000 (Cash)				\$297.00
	217 - Streets - Gas Tax	217.11000 (Cash)				\$0.00
	255 - CDBG	255.11000 (Cash)				\$3.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$39.00

# Payment Register

From Payment Date: 7/20/2012 - To Payment Date: 7/26/2012

89510	420 - WATER	420.11000 (Cash)				\$6.00
	502 - Engineering	502.11000 (Cash)				\$9.00
	07/26/2012 Open	Accounts Payable	MAGIC SANDS MOBILE HOME			\$260.64
	Paying Fund	Cash Amount			Amount	
89511	625 - Successor Agency - LMI	625.11000 (Cash)				\$260.64
	07/26/2012 Open	Accounts Payable	MARK III CONSTRUCTION INC			\$87,768.00
	Paying Fund	Cash Amount			Amount	
89512	305 - Capital Facility Fees	305.11000 (Cash)				\$87,768.00
	07/26/2012 Open	Accounts Payable	MCC BUSINESS SYSTEMS			\$180.32
	Paying Fund	Cash Amount			Amount	
89513	110 - General Fund	110.11000 (Cash)				\$180.32
	07/26/2012 Open	Accounts Payable	MONTE VISTA SMALL ANIMAL			\$846.14
	Paying Fund	Cash Amount			Amount	
89514	110 - General Fund	110.11000 (Cash)				\$526.14
	203 - Animal Fee Forfeiture	203.11000 (Cash)				\$320.00
	07/26/2012 Open	Accounts Payable	MULBERRY MOBILE PARK			\$234.85
	Paying Fund	Cash Amount			Amount	
89515	625 - Successor Agency - LMI	625.11000 (Cash)				\$234.85
	07/26/2012 Open	Accounts Payable	NEW WORLD SYSTEM CORP			\$2,993.24
	Paying Fund	Cash Amount			Amount	
89516	110 - General Fund	110.11000 (Cash)				\$1,496.62
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$748.31
	420 - WATER	420.11000 (Cash)				\$748.31
	07/26/2012 Open	Accounts Payable	NORMAC INC			\$817.83
	Paying Fund	Cash Amount			Amount	
89517	205 - Sports Facilities	205.11000 (Cash)				\$817.83
	07/26/2012 Open	Accounts Payable	P G & E			\$252.35
	Paying Fund	Cash Amount			Amount	
89518	110 - General Fund	110.11000 (Cash)				\$235.24
	625 - Successor Agency - LMI	625.11000 (Cash)				\$17.11
	07/26/2012 Open	Accounts Payable	PATRIAS ELEC CONT, DARRAL			\$139,456.79
	Paying Fund	Cash Amount			Amount	
89519	305 - Capital Facility Fees	305.11000 (Cash)				\$139,456.79
	07/26/2012 Open	Accounts Payable	PETERSON EXCAVATION INC			\$72,137.84
	Paying Fund	Cash Amount			Amount	
89520	420 - WATER	420.11000 (Cash)				\$72,137.84
	07/26/2012 Open	Accounts Payable	PRECISION CUSTOM WIRING			\$2,832.84

# Payment Register

From Payment Date: 7/20/2012 - To Payment Date: 7/26/2012

Paying Fund	Cash Amount	Amount
112 - Capital Purchases	112.11000 (Cash)	\$2,832.84
07/26/2012 Open	Accounts Payable	RAY MORGAN COMPANY
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,722.71
205 - Sports Facilities	205.11000 (Cash)	\$13.59
217 - Streets - Gas Tax	217.11000 (Cash)	\$4.36
246 - Landscape Assessment	246.11000 (Cash)	\$4.35
405 - Building	405.11000 (Cash)	\$24.94
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$260.05
420 - WATER	420.11000 (Cash)	\$10.80
502 - Engineering	502.11000 (Cash)	\$152.25
07/26/2012 Open	Accounts Payable	SIERRA CHEMICAL CO
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$2,079.15
07/26/2012 Open	Accounts Payable	SPRINT
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$2,206.61
205 - Sports Facilities	205.11000 (Cash)	\$129.82
217 - Streets - Gas Tax	217.11000 (Cash)	\$201.08
241 - Asset Replacement	241.11000 (Cash)	\$356.48
246 - Landscape Assessment	246.11000 (Cash)	\$22.22
270 - Recreation Grants	270.11000 (Cash)	\$40.70
405 - Building	405.11000 (Cash)	\$66.66
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$207.46
420 - WATER	420.11000 (Cash)	\$192.61
426 - Transit - BLAST	426.11000 (Cash)	\$66.49
502 - Engineering	502.11000 (Cash)	\$415.13
505 - Fleet	505.11000 (Cash)	\$90.86
07/26/2012 Open	Accounts Payable	STANISLAUS AUDITOR CONTR
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$340,507.43
07/26/2012 Open	Accounts Payable	STANISLAUS COUNTY
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$60.00
07/26/2012 Open	Accounts Payable	STANISLAUS COUNTY - TAX
Paying Fund	Cash Amount	Amount
89521		\$2,193.05
89522		\$2,079.15
89523		\$3,996.12
89524		\$340,507.43
89525		\$60.00
89526		\$4,132.60

# Payment Register

From Payment Date: 7/20/2012 - To Payment Date: 7/26/2012

Account Number	Account Name	Account Type	T I D	Amount
89527	121 - Tourism-City Share & Econ Devel	Accounts Payable		\$4,132.60
	07/26/2012 Open			
	Paying Fund	Cash Amount		\$10,943.37
	110 - General Fund			\$3,969.58
	216 - Streets - Local Transportation			\$278.89
	410 - WATER QUALITY CONTROL (WQC)			\$147.21
	420 - WATER			\$6,340.71
	625 - Successor Agency - LMI			\$206.98
89528	07/26/2012 Open	Accounts Payable	TARLTON & SON INC	\$327,802.50
	Paying Fund	Cash Amount		
	305 - Capital Facility Fees			\$327,802.50
89529	07/26/2012 Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$690.00
	Paying Fund	Cash Amount		
	110 - General Fund			\$100.00
	203 - Animal Fee Forfeiture			\$590.00
89530	07/26/2012 Open	Accounts Payable	TURLOCK UNIFIED	\$455,812.32
	Paying Fund	Cash Amount		
	110 - General Fund			\$455,812.32
89531	07/26/2012 Open	Accounts Payable	UNITED SAMARITANS FDT INC	\$647.20
	Paying Fund	Cash Amount		
	257 - State HOME Funds			\$647.20
89532	07/26/2012 Open	Accounts Payable	UNIVAR USA INC	\$9,720.80
	Paying Fund	Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)			\$9,720.80
89533	07/26/2012 Open	Accounts Payable	VALLEY DISTRIBUTORS INC	\$462.79
	Paying Fund	Cash Amount		
	110 - General Fund			\$462.79
89534	07/26/2012 Open	Accounts Payable	WE CARE PROGRAM	\$2,225.00
	Paying Fund	Cash Amount		
	257 - State HOME Funds			\$2,225.00
89535	07/26/2012 Open	Accounts Payable	WESTERN VIEW MOBILE RANCH	\$2,799.11
	Paying Fund	Cash Amount		
	625 - Successor Agency - LMI			\$2,799.11
89536	07/26/2012 Open	Accounts Payable	WESTFORK ESTATES	\$728.30
	Paying Fund	Cash Amount		
	625 - Successor Agency - LMI			\$728.30
89537	07/26/2012 Open	Accounts Payable	Cabrera, Benjamin	\$15.00

# Payment Register

From Payment Date: 7/20/2012 - To Payment Date: 7/26/2012

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$15.00
07/26/2012 Open	Accounts Payable	CARDOSO, TEODORO
Paying Fund	Cash Amount	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
07/26/2012 Open	Accounts Payable	EQUIPMENT MGT GROUP
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$305.50
07/26/2012 Open	Accounts Payable	ESTRADA, JOHN
Paying Fund	Cash Amount	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
07/26/2012 Open	Accounts Payable	Lindquist, Catherine
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$20.00
07/26/2012 Open	Accounts Payable	MATISON ROOFING
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$225.20
07/26/2012 Open	Accounts Payable	MORA, LUCIA
Paying Fund	Cash Amount	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
07/26/2012 Open	Accounts Payable	Silveira, Tony
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$75.00
07/26/2012 Open	Accounts Payable	WILLIFORD, GARY
Paying Fund	Cash Amount	Amount
405 - Building	405.11000 (Cash)	\$95.00
07/26/2012 Open	Accounts Payable	WOODSIDE MANAGEMENT GROUP
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$11,121.00
85 Transactions		\$2,673,852.24

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$2,673,852.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 7/20/2012 - To Payment Date: 7/26/2012

All	Status	Count	Transaction Amount	Reconciled Amount
	Total	85	\$2,673,852.24	\$0.00
	Open	85	\$2,673,852.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$2,673,852.24	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$2,673,852.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$2,673,852.24	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$2,673,852.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$2,673,852.24	\$0.00

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
89547	07/30/2012	Open			Utility Management Refund	BABB, CODY, BRADLEY	\$124.90		
	Paying Fund								
	110 - General Fund			Cash Amount			Amount		
	420 - WATER			110.11000 (Cash)			\$0.84		
	420 - WATER			420.11000 (Cash)			\$124.06		
89548	07/30/2012	Open			Utility Management Refund	BATES, JEWETT	\$249.93		
	Paying Fund								
	420 - WATER			Cash Amount			Amount		
	07/30/2012			420.11000 (Cash)			\$249.93		
89549	07/30/2012	Open			Utility Management Refund	BISHOP, MELISSA, BRIANNE	\$45.05		
	Paying Fund								
	420 - WATER			Cash Amount			Amount		
	07/30/2012			420.11000 (Cash)			\$45.05		
89550	07/30/2012	Open			Utility Management Refund	BRIGHT, JACK	\$46.99		
	Paying Fund								
	420 - WATER			Cash Amount			Amount		
	07/30/2012			420.11000 (Cash)			\$46.99		
89551	07/30/2012	Open			Utility Management Refund	BUHLER-SCOTT, TAYLOR	\$45.05		
	Paying Fund								
	420 - WATER			Cash Amount			Amount		
	07/30/2012			420.11000 (Cash)			\$45.05		
89552	07/30/2012	Open			Utility Management Refund	DEERING, HAROLD J	\$36.75		
	Paying Fund								
	420 - WATER			Cash Amount			Amount		
	07/30/2012			420.11000 (Cash)			\$36.75		
89553	07/30/2012	Open			Utility Management Refund	EXIT REALTY	\$77.99		
	Paying Fund								
	420 - WATER			Cash Amount			Amount		
	07/30/2012			420.11000 (Cash)			\$77.99		
89554	07/30/2012	Open			Utility Management Refund	FARRELL, KURTIS	\$51.65		
	Paying Fund								
	110 - General Fund			Cash Amount			Amount		
	410 - WATER QUALITY CONTROL (WQC)			110.11000 (Cash)			\$0.84		
	420 - WATER			410.11000 (Cash)			\$1.64		
	420 - WATER			420.11000 (Cash)			\$49.17		
89555	07/30/2012	Open			Utility Management Refund	FREITAS, JANETTE	\$83.10		

5A2

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

Paying Fund	Cash Amount	Amount
89556 420 - WATER 07/30/2012 Open	420.11000 (Cash) Utility Management Refund HOWARD, LANE	\$83.10 \$17.60
89557 420 - WATER 07/30/2012 Open	420.11000 (Cash) Utility Management Refund MARISCAL, RICHARD	\$17.60 \$45.05
89558 420 - WATER 07/30/2012 Open	420.11000 (Cash) Utility Management Refund MARTINEZ, JACOB	\$45.05 \$58.70
89559 420 - WATER 07/30/2012 Open	420.11000 (Cash) Utility Management Refund NASIF, MICHAEL	\$58.70 \$61.01
89560 420 - WATER 07/30/2012 Open	420.11000 (Cash) Utility Management Refund RIDDLE, WESLEY, ADAM	\$61.01 \$117.40
89561 420 - WATER 08/01/2012 Open	420.11000 (Cash) Accounts Payable ALVES, JOSEPH	\$117.40 \$139.58
89562 420 - WATER 08/01/2012 Open	420.11000 (Cash) Accounts Payable ANJOS, FRANK	\$139.58 \$150.00
89563 410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open	410.11000 (Cash) Accounts Payable BEEVERS, SAM	\$150.00 \$150.00
89564 410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open	410.11000 (Cash) Accounts Payable BRAY, NATHAN	\$150.00 \$150.00
89565 502 - Engineering 08/01/2012 Open	502.11000 (Cash) Accounts Payable CALLAHAN, KEVIN	\$150.00 \$150.00
89566 420 - WATER 08/01/2012 Open	420.11000 (Cash) Accounts Payable CANTU, JOSE	\$150.00 \$107.36

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

Paying Fund		Cash Amount	Amount
89567	505 - Fleet 08/01/2012 Open Paying Fund	505.11000 (Cash) Accounts Payable CARTER, JOEL	\$107.36 Amount
89568	405 - Building 08/01/2012 Open Paying Fund	405.11000 (Cash) Accounts Payable CASTLEBERRY, TIMOTHY	\$150.00 Amount
89569	255 - CDBG 08/01/2012 Open Paying Fund	255.11000 (Cash) Accounts Payable CRAWFURD, PATRICK	\$150.00 Amount
89570	246 - Landscape Assessment 08/01/2012 Open Paying Fund	246.11000 (Cash) Accounts Payable DAVIDSON, SHAWN	\$150.00 Amount
89571	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable DAVIS, ROY	\$150.00 Amount
89572	420 - WATER 08/01/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable DEUS, STEVEN	\$150.00 Amount
89573	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable ERWIN, PATRICIA	\$150.00 Amount
89574	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable FORTADO, RICHARD	\$144.95 Amount
89575	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable FREITAS, DAVID	\$150.00 Amount
89576	217 - Streets - Gas Tax 08/01/2012 Open Paying Fund	217.11000 (Cash) Accounts Payable FRISCH, DAN	\$85.89 Amount
89577	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable FULTZ, RICHARD	\$150.00 Amount
89578	502 - Engineering 08/01/2012 Open Paying Fund	502.11000 (Cash) Accounts Payable FUNK, DAVID	\$150.00 Amount

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

89579	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable Cash Amount	GARCIA, ANTHONY	\$150.00 Amount
89580	502 - Engineering 08/01/2012 Open Paying Fund	502.11000 (Cash) Accounts Payable Cash Amount	GARCIA, RAY	\$150.00 Amount
89581	217 - Streets - Gas Tax 08/01/2012 Open Paying Fund	217.11000 (Cash) Accounts Payable Cash Amount	GILLENWATER, JAMES	\$150.00 Amount
89582	502 - Engineering 08/01/2012 Open Paying Fund	502.11000 (Cash) Accounts Payable Cash Amount	GONZALEZ, MARGARITA	\$141.74 Amount
89583	110 - General Fund 08/01/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	GUERRERO, ROGELIO	\$104.88 Amount
89584	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable Cash Amount	GUTIERREZ, ORLANDO	\$134.99 Amount
89585	420 - WATER 08/01/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable Cash Amount	GUTIERREZ JR, RUDY	\$150.00 Amount
89586	246 - Landscape Assessment 08/01/2012 Open Paying Fund	246.11000 (Cash) Accounts Payable Cash Amount	HAGGSTROM, SCOTT	\$139.58 Amount
89587	110 - General Fund 08/01/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	HANEY, JEFFREY	\$150.00 Amount
89588	502 - Engineering 08/01/2012 Open Paying Fund	502.11000 (Cash) Accounts Payable Cash Amount	HIGNITE, DENNIS	\$139.58 Amount
89589	505 - Fleet 08/01/2012 Open Paying Fund	505.11000 (Cash) Accounts Payable Cash Amount	HOLMES, BROCK	\$150.00 Amount
89590	420 - WATER 08/01/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable Cash Amount	HUFF, DAVID	\$150.00 Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$150.00 Amount

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

89591	08/01/2012	Open	Accounts Payable	HUMPHRES, KEITH	Amount
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$150.00
89592	08/01/2012	Open	Accounts Payable	KHINOO, DURAYE	\$150.00
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$150.00
89593	08/01/2012	Open	Accounts Payable	LA CAVA, MICHAEL	\$150.00
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$150.00
89594	08/01/2012	Open	Accounts Payable	LA CROSS, RANDY	\$150.00
	Paying Fund		Cash Amount		
	420 - WATER		420.11000 (Cash)		\$150.00
89595	08/01/2012	Open	Accounts Payable	LEE, DAVID	\$150.00
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$150.00
89596	08/01/2012	Open	Accounts Payable	LEON, SERGIO	\$150.00
	Paying Fund		Cash Amount		
	205 - Sports Facilities		205.11000 (Cash)		\$150.00
89597	08/01/2012	Open	Accounts Payable	LOMELI, MARTIN	\$128.85
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$128.85
89598	08/01/2012	Open	Accounts Payable	LOPES, TONY	\$149.25
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$149.25
89599	08/01/2012	Open	Accounts Payable	LOPEZ, JOSE	\$134.21
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$134.21
89600	08/01/2012	Open	Accounts Payable	LOUIS, DAN	\$134.21
	Paying Fund		Cash Amount		
	217 - Streets - Gas Tax		217.11000 (Cash)		\$134.21
89601	08/01/2012	Open	Accounts Payable	MASSEY, CHARLES	\$150.00
	Paying Fund		Cash Amount		
	217 - Streets - Gas Tax		217.11000 (Cash)		\$150.00
89602	08/01/2012	Open	Accounts Payable	MEDRANO, FRANK	\$150.00
	Paying Fund		Cash Amount		
	246 - Landscape Assessment		246.11000 (Cash)		\$150.00
89603	08/01/2012	Open	Accounts Payable	MELENDEZ, EDUARDO	\$150.00

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$150.00
89604 08/01/2012 Open Paying Fund	Accounts Payable MIKKELSEN, ANDREW	\$139.58
420 - WATER	420.11000 (Cash)	\$139.58
89605 08/01/2012 Open Paying Fund	Accounts Payable MIKKELSEN, CARL	\$150.00
505 - Fleet	505.11000 (Cash)	\$150.00
89606 08/01/2012 Open Paying Fund	Accounts Payable MILLER, MONTY	\$134.84
420 - WATER	420.11000 (Cash)	\$134.84
89607 08/01/2012 Open Paying Fund	Accounts Payable MORING, BRAD	\$150.00
420 - WATER	420.11000 (Cash)	\$150.00
89608 08/01/2012 Open Paying Fund	Accounts Payable MURPHY, MICHAEL	\$150.00
246 - Landscape Assessment	246.11000 (Cash)	\$150.00
89609 08/01/2012 Open Paying Fund	Accounts Payable PADILLA, ARTURO	\$150.00
110 - General Fund	110.11000 (Cash)	\$150.00
89610 08/01/2012 Open Paying Fund	Accounts Payable PERALES, CARLOS	\$150.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$150.00
89611 08/01/2012 Open Paying Fund	Accounts Payable PERRIEN, TOBIAS	\$150.00
110 - General Fund	110.11000 (Cash)	\$150.00
89612 08/01/2012 Open Paying Fund	Accounts Payable PERRY JR, DOYLE	\$150.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$150.00
89613 08/01/2012 Open Paying Fund	Accounts Payable PINEDO JR, ALBERT	\$150.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$150.00
89614 08/01/2012 Open Paying Fund	Accounts Payable QUINTERO, MANUEL	\$150.00
502 - Engineering	502.11000 (Cash)	\$150.00
89615 08/01/2012 Open Paying Fund	Accounts Payable ROGERS, WAYNE	\$150.00

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

89616	217 - Streets - Gas Tax 08/01/2012 Open Paying Fund	217.11000 (Cash) Accounts Payable	ROHRER, SCOTT	\$150.00	Amount
89617	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	ROMERO, FELIX	\$150.00	Amount
89618	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	SERRATO, MARTIN	\$150.00	Amount
89619	110 - General Fund 08/01/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	SMITH, MICHAEL	\$150.00	Amount
89620	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	SUTHERLAND, JOSEPH	\$112.83	Amount
89621	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	TAYLOR, KENNETH	\$125.62	Amount
89622	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	TAYLOR, RICHARD	\$150.00	Amount
89623	410 - WATER QUALITY CONTROL (WQC) 08/01/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	THOMAS, CHAD	\$150.00	Amount
89624	110 - General Fund 08/01/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	TORRES, STEVEN	\$150.00	Amount
89625	205 - Sports Facilities 08/01/2012 Open Paying Fund	205.11000 (Cash) Accounts Payable	VILLA, YOFRI	\$150.00	Amount
89626	110 - General Fund 08/01/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	VISSER, HANS	\$134.83	Amount
89627	110 - General Fund 08/01/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	VIVO, MEGAN	\$128.69	Amount
	420 - WATER	420.11000 (Cash)		\$128.69	Amount



# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

Account Number	Date	Open	Account Name	Account Type	Amount
89639	08/02/2012	Open	ARROWHEAD MT SPRING WATER	Accounts Payable	\$145.33
				Cash Amount	
			110.11000 (Cash)		\$145.33
89640	08/02/2012	Open	AT&T INFO SYSTEM	Accounts Payable	\$358.58
				Cash Amount	
			110.11000 (Cash)		\$358.58
89641	08/02/2012	Open	AT&T MOBILITY	Accounts Payable	\$385.42
				Cash Amount	
			410.11000 (Cash)		\$238.29
			501.11000 (Cash)		\$147.13
89642	08/02/2012	Open	AVAYA INC	Accounts Payable	\$9.66
				Cash Amount	
			110.11000 (Cash)		\$9.66
89643	08/02/2012	Open	B & Z AUTO COLOR INC	Accounts Payable	\$1,306.54
				Cash Amount	
			110.11000 (Cash)		\$1,306.54
89644	08/02/2012	Open	BALSWICK'S TIRE SHOP INC	Accounts Payable	\$88.59
				Cash Amount	
			110.11000 (Cash)		\$88.59
89645	08/02/2012	Open	BURTON'S FIRE APPARATUS	Accounts Payable	\$9,207.38
				Cash Amount	
			110.11000 (Cash)		\$9,207.38
89646	08/02/2012	Open	CHAMPION INDUSTRIAL	Accounts Payable	\$7,880.48
				Cash Amount	
			410.11000 (Cash)		\$7,485.50
			501.11000 (Cash)		\$394.98
89647	08/02/2012	Open	CHARTER COMMUNICATIONS	Accounts Payable	\$54.99
				Cash Amount	
			501.11000 (Cash)		\$54.99
89648	08/02/2012	Open	CITY OF TURLOCK - CASH	Accounts Payable	\$203.36
				Cash Amount	
			110.11000 (Cash)		\$203.36
89649	08/02/2012	Open	CLARK PEST CONTROL INC	Accounts Payable	\$1,170.00
				Cash Amount	
			410.11000 (Cash)		\$1,170.00
89650	08/02/2012	Open	CODE PUBLISHING COMPANY	Accounts Payable	\$350.00
				Cash Amount	
			410.11000 (Cash)		\$350.00

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

89651	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	COGDILL & GIOMI	\$350.00	\$15,000.00
89652	305 - Capital Facility Fees 08/02/2012 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$15,000.00	\$55,984.87
89653	511 - Health Insurance 08/02/2012 Paying Fund	Open	511.11000 (Cash)	Accounts Payable	COUNTY BANK VISA	\$55,984.87	\$10,256.38
89654	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	DELTA WIRELESS & NETWORK	\$10,256.38	\$388.00
89655	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	ENGINEERED FIRE SYST INC	\$388.00	\$1,260.00
89656	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	ERB BROTHERS INC	\$1,260.00	\$892.24
89657	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	FARIA, JAMIE	\$892.24	\$426.00
89658	104 - Payroll Clearing Fund 110 - General Fund 08/02/2012 Paying Fund	Open	104.11000 (Cash) 110.11000 (Cash)	Accounts Payable	GEOANALYTICAL LAB INC	\$427.50 (\$1.50)	\$6,261.69
89659	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 08/02/2012 Paying Fund	Open	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	HILMAR READY MIX	\$3,441.64 \$2,820.05	\$230.84
89660	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 08/02/2012 Paying Fund	Open	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	HORIZON WATER & ENVIR LLC	\$45.63 \$185.21	\$9,453.81
89661	415 - Sewer Bond Projects 08/02/2012 Paying Fund	Open	415.11000 (Cash)	Accounts Payable	INDEPENDENT ELECTRIC INC	\$9,453.81	\$3,509.44
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$3,335.91	

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

89662	420 - WATER 08/02/2012 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	ITRON INC	\$173.53	\$1,289.90
89663	420 - WATER 08/02/2012 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	JUSTUS LAWNMOWER SHOP INC	\$33.88	\$33.88
89664	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	MADRUGA BROS ENT INC	\$33.88	\$87.00
89665	110 - General Fund 217 - Streets - Gas Tax 08/02/2012 Paying Fund	Open	110.11000 (Cash) 217.11000 (Cash)	Accounts Payable	MOTOROLA INC	\$84.00 \$3.00	\$2,872.18
89666	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$2,872.18	\$3,907.50
89667	405 - Building 08/02/2012 Paying Fund	Open	405.11000 (Cash)	Accounts Payable	NEIL O ANDERSON AND ASSOC	\$3,907.50	\$8,528.00
89668	305 - Capital Facility Fees 08/02/2012 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	O'REILLY AUTO PARTS	\$8,528.00	\$26.29
89669	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	P G & E	\$8.11	\$8.11
89670	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	PROJECT SENTINEL INC	\$8.11	\$1,921.26
89671	255 - CDBG 08/02/2012 Paying Fund	Open	255.11000 (Cash)	Accounts Payable	PROTECH SECURITY/ELEC INC	\$1,921.26	\$70.00
89672	110 - General Fund 08/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	REED INC, GEORGE	\$70.00	\$700,908.71
89673	215 - Streets - Grant Funded Projects 08/02/2012 Paying Fund	Open	215.11000 (Cash)	Accounts Payable	SAFE-T-LITE CO INC	\$700,908.71	\$112.09

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$112.09
08/02/2012 Open	Accounts Payable	
	SHELL FLEET PLUS	\$53.50
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$53.50
08/02/2012 Open	Accounts Payable	
	SIERRA CHEMICAL CO	\$6,237.45
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$6,237.45
08/02/2012 Open	Accounts Payable	
	SIERRA MOUNTAIN CONSTRUCTION	\$311,854.60
Paying Fund	Cash Amount	Amount
415 - Sewer Bond Projects	415.11000 (Cash)	\$311,854.60
08/02/2012 Open	Accounts Payable	
	STANISLAUS CO PLANNING	\$43,165.91
Paying Fund	Cash Amount	Amount
256 - Stanislaus Housing Consortia	256.11000 (Cash)	\$43,165.91
08/02/2012 Open	Accounts Payable	
	SUPPORT PAYMENT CLEARING	\$439.13
Paying Fund	Cash Amount	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	\$440.13
110 - General Fund	110.11000 (Cash)	(\$1.00)
08/02/2012 Open	Accounts Payable	
	T I D	\$47,524.35
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,592.77
205 - Sports Facilities	205.11000 (Cash)	\$1,291.28
216 - Streets - Local Transportation	216.11000 (Cash)	\$3,946.13
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,789.62
420 - WATER	420.11000 (Cash)	\$38,656.72
426 - Transit - BLAST	426.11000 (Cash)	\$247.83
08/02/2012 Open	Accounts Payable	
	TARGET SPECIALTY PROD INC	\$20,176.30
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$199.98
205 - Sports Facilities	205.11000 (Cash)	\$549.92
217 - Streets - Gas Tax	217.11000 (Cash)	\$3,000.02
246 - Landscape Assessment	246.11000 (Cash)	\$5,000.11
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$11,426.27
08/02/2012 Open	Accounts Payable	
	TAYLOR BACKHOE SERVICE, INC.	\$4,912.15
Paying Fund	Cash Amount	Amount
255 - CDBG	255.11000 (Cash)	\$4,912.15

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

Account Number	Payment Date	Open	Paying Fund	Account Type	Payee	Cash Amount	Amount
89682	08/02/2012	Open	110 - General Fund	Accounts Payable	THORSENS INC	110.11000 (Cash)	\$85.67
89683	08/02/2012	Open	426 - Transit - BLAST	Accounts Payable	TURLOCK CHAMBER COMMERCE	426.11000 (Cash)	\$1,995.00
89684	08/02/2012	Open	217 - Streets - Gas Tax	Accounts Payable	TURLOCK SCAVENGERS/SWEEPIN	217.11000 (Cash)	\$19,931.50
89685	08/02/2012	Open	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	TURLOCK UNIFIED	410.11000 (Cash)	\$1,258.60
89686	08/02/2012	Open	110 - General Fund	Accounts Payable	UNITED RENTAL INC	110.11000 (Cash)	\$1,562.09
89687	08/02/2012	Open	420 - WATER	Accounts Payable	UNIVAR USA INC	420.11000 (Cash)	\$5,089.64
89688	08/02/2012	Open	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	US BANK OFFICE EQUIPMENT	410.11000 (Cash)	\$459.51
89689	08/02/2012	Open	110 - General Fund	Accounts Payable	VAN DE POL ENTERPRISE INC	110.11000 (Cash)	\$611.19
89690	08/02/2012	Open	502 - Engineering	Accounts Payable	ZALREICH CHEMICAL CO INC	502.11000 (Cash)	\$50,403.32
89691	08/02/2012	Open	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	ZEE MEDICAL SERVICE CO	410.11000 (Cash)	\$102.44
89692	08/02/2012	Open	420 - WATER	Accounts Payable	BEST WESTERN PLUS MOUNTAIN VIEW	420.11000 (Cash)	\$266.20
			110 - General Fund	Cash Amount		110.11000 (Cash)	\$266.20

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

Check Number	Date	Account	Payee	Amount
89693	08/02/2012	Open	Accounts Payable	\$114.00
		Paying Fund	CHABRA, CYNDI	
89694	08/02/2012	Open	Accounts Payable	\$188.00
		Paying Fund	CRAY, AUDREY	
89695	08/02/2012	Open	Accounts Payable	\$60.00
		Paying Fund	Gonzalez, Elizabeth	
89696	08/02/2012	Open	Accounts Payable	\$700.00
		Paying Fund	JACKSON, ROBERT	
89697	08/02/2012	Open	Accounts Payable	\$114.00
		Paying Fund	PANOS, PATRICIA	
89698	08/02/2012	Open	Accounts Payable	\$150.00
		Paying Fund	Trujillo, Guy	
89699	08/02/2012	Open	Accounts Payable	\$150.00
		Paying Fund	WILLIAMSON LAW GROUP	
89700	08/02/2012	Open	Accounts Payable	\$500.00
		Paying Fund	YORK, WAYNE	
502 - Engineering				\$500.00
Type Check Totals:				\$1,379,003.54
AP - Accounts Payable Totals				

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	154	\$1,379,003.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	154	\$1,379,003.54	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	154	\$1,379,003.54	\$0.00
	Reconciled	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 7/27/2012 - To Payment Date: 8/2/2012

Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
<b>Total</b>	<b>154</b>	<b>\$1,379,003.54</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	154	\$1,379,003.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>154</b>	<b>\$1,379,003.54</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	154	\$1,379,003.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>154</b>	<b>\$1,379,003.54</b>	<b>\$0.00</b>

AUGUST 14, 2012  
7:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

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5B  
MINUTES  
Regular Meeting  
Turlock City Council

1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:04 p.m.  
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.  
ABSENT: None

*Mayor Lazar asked for a Moment of Silence in recognition of California National Guard Spc. Benjamin Pleitez who was killed in Afghanistan on July 27, 2012.*

- B. **SALUTE TO THE FLAG** - John and Rose Elliott of the Turlock Post of the Veterans of Foreign Wars led the flag salute and paid honor to Spc. Benjamin C. Pleitez for his service to our Country.

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

- A. Economic Development/Redevelopment Manager Heidi McNally-Dial provided an update to the Council on the Turlock Business Incentives Program. Mayor Lazar presented a \$1,000 check to Jonathan Atwood of CycleFit Turlock for his participation in the program.

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

B. **STAFF UPDATES**

1. City Clerk Kellie Weaver provided information regarding Board, Commission, and Committee vacancies.
2. Development Services Director Mike Pitcock provided an update on capital projects, including the grand opening of the Turlock Regional Transit Center, Water Treatment Plant Project, Harding Drain Bypass Project, Sandstone/N. Tegner Pump Station, Golden State Boulevard/F Street Project, and the Public Safety Facility.

C. **PUBLIC PARTICIPATION:** None

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

5. **CONSENT CALENDAR:**

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

- A. **Resolution No. 2012-133** Accepting Demands of 7/5/12 in the amount of \$812,009.57; Demands of 7/12/12 in the amount of \$3,562,634.83; Demands of 7/19/12 in the amount of \$1,171,579.00
- B. Motion: Accepting Minutes of Regular Meeting of July 24, 2012

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- C. 1. Motion: Awarding bid and approving an agreement in the amount of \$653,397.35 (Fund 246) with California Pavement Maintenance Co., Inc. (CPM), of Sacramento, California, for City Project No. 12-28, "Slurry Seals 2012"  
2. **Resolution No. 2012-134** Appropriating \$550,000 to account number 246-60-600.43700 "Slurry Seals" from Fund 246 "Landscape Assessment District Maintenance" Reserve for City Project No. 12-28, "Slurry Seals 2012"
- D. Motion: Awarding bid and approving an agreement in the amount of \$15,392 (Fund 301) with Champion Industrial Contractors, Inc., of Modesto, California, for City Project No. 12-37, "HVAC Replacement at the Senior Center"
- E. Motion: Awarding bid and approving an agreement in the amount of \$9,337 (Fund 246) with Haney Concrete, of Turlock, California, for City Project No. 12-42, "Curb Return Revisions at Panorama Avenue and Paseo Del Sol"
- F. Motion: Approving the advertisement for construction bids for the water and sewer line replacement project in the general area bounded by Yosemite Avenue, East Main Street, Canal Drive and Berkeley Avenue (Funds 410 and 420), City Project No. 10-53, "Water and Sewer Line Replacement in the Alleys"
- G. Motion: Authorizing the reimbursement to Turlock Irrigation District (TID) of the remaining balance of \$67,547.25 pursuant to the First Drinking Water Agreement dated October 11, 2005
- H. **Resolution No. 2012-135** Appropriating \$1,719 to account number 269-60-614-378.47176 "Arrowhead Club Grant Expenses" to purchase two (2) soccer scoreboards funded by revenue received from Fund 269-60-614-378.35720 "Arrowhead Club Grant Revenue"
- I. **Resolution No. 2012-136** Authorizing the filling of one (1) vacant Animal Service Officer within the Police Department, Animal Services Division, through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed
- J. **Resolution No. 2012-137** Appropriating \$1,225 to account number 227-40-135.43136 "Message Board Repair" from Fund 227 "Public Safety Tax" reserve balance for the repair of a Police Services electronic message board
- K. **Resolution No. 2012-138** Authorizing the filling of one (1) vacant Account Clerk I position within the Administrative Services Department (Finance Division) through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed
- L. **Resolution No. 2012-139** Appropriating \$14,878 to account number 512-10-152.47075\_003 "Premiums Liability" from Fund 512 "Casualty Insurance" reserve balance for a liability insurance program with the Central San Joaquin Valley Risk Management Authority
- M. Motion: Designating Mayor John S. Lazar as the voting delegate and Councilmember White as the alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, September 7, 2012, in San Diego, California

6. FINAL READINGS: None

7. PUBLIC HEARINGS

Mayor Lazar handled Public Hearing Items 7A, 7B and 7C concurrently.

- A. Development Services Director Mike Pitcock presented the staff report on the request to confirm the Benefit Assessment Report and levy assessments for the Blue Diamond Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Project No. 12-21.

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

**Action:** **Resolution No. 2012-140** Confirming the Benefit Assessment Report and levying assessments for the Blue Diamond Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Project No. 12-21 was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

- B. Request to confirm the Benefit Assessment Report and levy assessments for the Parcel Map 11-04 (Avena Bella) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Project No. 11-32.

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

**Action:** **Resolution No. 2012-141** Confirming the Benefit Assessment Report and levying assessments for the Parcel Map 11-04 (Avena Bella) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Project No. 11-32 was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

- C. Request to confirm the Benefit Assessment Report and levy assessments for the Parcel Map 12-01 (Moline) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 12-33.

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

**Action:** **Resolution No. 2012-142** Confirming the Benefit Assessment Report and levying assessments for the Parcel Map 12-01 (Moline) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 12-33 was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

8. **SCHEDULED MATTERS:**

- A. City Manager Roy Wasden presented the staff report on the request to authorize the Mayor and City Manager to provide letters to the CVB and Chamber of Commerce in support of an application to host a stage event for the 2013 Amgen Tour of California.

Turlock Chamber of Commerce CEO Sharon Silva spoke in favor of proceeding with the application process and noted the Turlock Chamber of Commerce and Convention and Visitors Bureau have received tremendous community support.

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Council and staff discussion included the overall benefits of hosting such an event, as well as the anticipated involvement of the City of Turlock in handling the public safety/street closure aspects, as the City of Turlock partners with the Turlock Chamber and CVB who would hold the contract with Amgen.

Mayor Lazar asked for public comment. Mark Ellis spoke regarding how route determinations would be made and the possibility improvements to certain roadways may be required. Mayor Lazar closed public comment.

**Action:** Motion by Councilmember Bublak, seconded by Councilmember DeHart, Authorizing the Mayor and City Manager to provide letters to the CVB and Chamber of Commerce in support of an application to host a stage event for the 2013 Amgen Tour of California. Motion carried unanimously.

- B. Parks, Recreation & Community Facilities Superintendent Erik Schulze presented the staff report on the request to rename the Turlock Skate Park located on Starr Avenue to the Brandon Koch Memorial Skate Park.

Mayor Lazar asked for public comment.

Judith Suliman, Jean Koch, Jillian Berry, Andrew Ellis, Mark Ellis, Hiytti Schumann, Rachel Kenney, Zack Wagner, Nicole Koch, George Fagundes, and Josh Martin spoke in favor of renaming the Turlock Skate Park to the Brandon Koch Memorial Skate Park for reasons including Brandon Koch's public service to the community, love for skateboarding and the Turlock Skate Park, and his leadership and selflessness in teaching others to skate.

Mayor Lazar closed public comment.

**Action:** **Resolution No. 2012-143** Renaming the Turlock Skate Park located on Starr Avenue to the Brandon Koch Memorial Skate Park was introduced by Councilmember Bublak, seconded by Councilmember White, and carried unanimously.

## 9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember DeHart noted that Councilmember White will be filling in for him as the City of Turlock's Representative to the League of California Cities while he completes his current course of study.

Councilmember Jackson asked for consideration of implementing some of the findings of the Joseph Minicozzi study that was presented to the Council at their Special Meeting on June 26, 2012.

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10. COUNCIL COMMENTS:

Councilmember DeHart commented that he is proud Council had the opportunity to honor a young man that contributed in so many ways to the Turlock community and was pleased with the outcome of the renaming of the Turlock Skate Park to the Brandon Koch Memorial Skate Park.

Mayor Lazar noted that Congressman Dennis Cardoza, former Turlock representative in the California State Assembly, is stepping down from his seat as U.S. Representative for California's 18th congressional district due to personal reasons. Mayor Lazar wished him well.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

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

Agency Negotiators: City Council

Unrepresented Employees: City Manager, City Attorney

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

12. ADJOURNMENT:

Motion by Councilmember White, seconded by Councilmember Jackson, to adjourn at 8:15 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver  
City Clerk



# Council Synopsis

5C

August 28, 2012

From: Mike 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. 6 in the credit amount of (\$16,564.49) (Fund 426) for City Project No. 0952, "Turlock Regional Transit Center," bringing the contract total to \$1,659,782.33

Motion: Accepting improvements for City Project No. 0952, "Turlock Regional Transit Center," and authorizing the City Engineer to file a Notice of Completion

## 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
Change Order No. 6 (Final)	\$ (16,564.49)	8/28/2012
Adjusted Contract Total	\$1,659,782.33	

Change Order No. 6 Items:

1. **(17,460.49)**. Final quantities adjustment. The bid form provided at the beginning of the project included estimated quantities. This change order item resolves the differences between actual quantities and the estimated bid items. See the final quantities spreadsheet attachment for additional information.
2. **\$600**. Additional deep root barriers. The project plans called out deep root barriers for those trees directly adjacent to hardscape surfaces. Deep root

barriers were added for fourteen (14) other trees that were near to hardscape, but not as near as the original root barriers called for on the plans. This addition provides greater protection from root damage to hardscape surfaces.

3. **(\$225)**. Remove irrigation for three (3) street trees. The number of tree wells was reduced to improve line of sight for traffic at intersections.
4. **(\$625)**. Remove construction joint sealant. The original design called for construction joints to receive joint sealant. Many transportation agencies do not use joint sealant in their standards and they avoid having to maintain or reseal the joint.
5. **(\$369)**. Anchor bolt torque retesting for post clock. An error on the part of the contractor resulted in the need to perform additional bolt torque testing by Kleinfelder West, Inc.
6. **(\$700)**. Remove two bollards at trash enclosure to prevent traffic from potentially colliding with the bollards as they back out of the small five (5) stall parking lot nearby.
7. **\$2,135**. Additional signage. City staff determined that miscellaneous additional signage was needed to clearly communicate the use of the public parking lot, accessible parking spaces, and yielding to bus traffic.
8. **\$80**. Pavement markers along the Golden State Boulevard median.

All contract work has been completed in accordance with the project plans and specifications. Staff brings forth a notice of completion for your approval.

**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. 6 (Final) is necessary to accept the final quantities adjustment, various credits, as well as additional signage, deep root barriers, and pavement markers.
- C. City Municipal Code requires that the City Council authorize the City Engineer to sign the Notice of Completion.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

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

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:**

By separate action, staff requests the appropriation of unspent funds from fiscal year 2011/12 to 2012/13. Upon approval of this separate item, funds will be available in the current budget line item, 426-40-415.51260, to complete funding for this project.

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

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

Recommend approval.

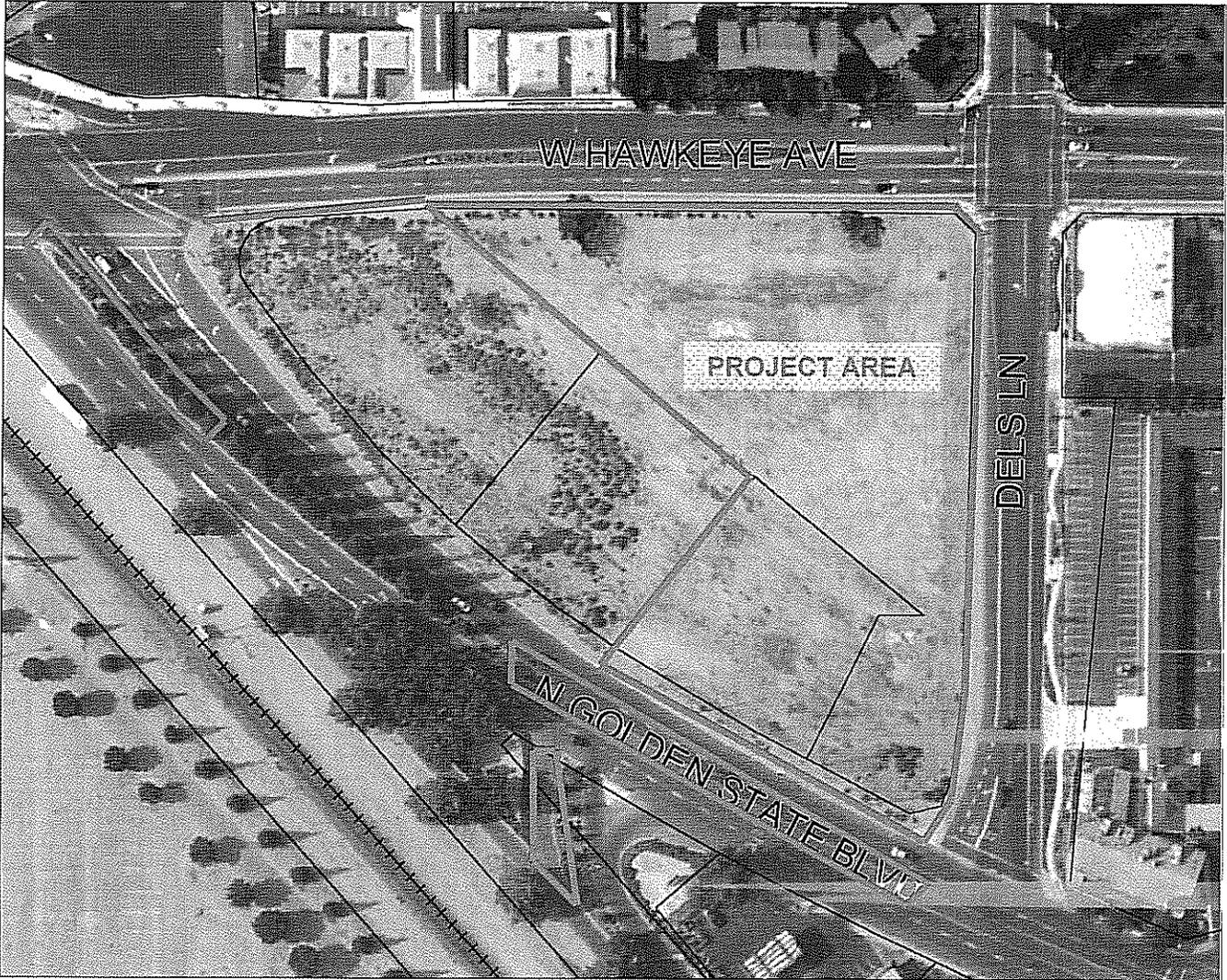
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Not approve Change Order No. 6 (Final). This option is not recommended by City Staff as the extra work items are necessary to reconcile the actual work completed by the contractor.
- B. Deny acceptance of work completed. Staff does not recommend this as the contractor completed the work according to the City plans and specifications.

TURLOCK REGIONAL TRANSIT CENTER  
CITY PROJECT NO. 0952





# CITY OF TURLOCK

## FINAL QUANTITIES

Turlock Regional Transit Center

City Project No. 0952

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
<b>BID ALTERNATE NO. 2 "PARK AND RIDE LOT" - BID SCHEDULE #1 ON-SITE IMPROVEMENTS</b>								
1	Clearing and Grubbing	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
2	Remove Existing Facilities	LS	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00	\$0.00
3	Remove and Replace Box with Traffic Rated Box and Lid	EA	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
4	Mobilization	ALLOW	\$75,000.00	1.00	\$75,000.00	1.00	\$75,000.00	\$0.00
5	Construction Project Sign	EA	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
6	Dual Faced Analog Ornamental Post Clock	LS	\$20,000.00	1.00	\$20,000.00	1.00	\$20,000.00	\$0.00
7	Passenger Shelter with Display Panels	EA	\$7,000.00	6.00	\$42,000.00	6.00	\$42,000.00	\$0.00
8	Polycarbonate Panel	EA	\$50.00	12.00	\$600.00	12.00	\$600.00	\$0.00
9	Dual Refuse Bin Enclosure	LS	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00	\$0.00
10	Monument Sign	EA	\$3,000.00	2.00	\$6,000.00	2.00	\$6,000.00	\$0.00
11	Concrete Waste Receptacle	EA	\$500.00	8.00	\$4,000.00	8.00	\$4,000.00	\$0.00
12	Concrete Bench (7')	EA	\$700.00	7.00	\$4,900.00	7.00	\$4,900.00	\$0.00
13	Steel Bench (6')	EA	\$500.00	6.00	\$3,000.00	6.00	\$3,000.00	\$0.00
14	Bike Rack	EA	\$500.00	2.00	\$1,000.00	2.00	\$1,000.00	\$0.00
15	Wheel Stop	EA	\$50.00	27.00	\$1,350.00	5.00	\$250.00	\$1,100.00
16	Street Barricade	EA	\$900.00	2.00	\$1,800.00	2.00	\$1,800.00	\$0.00
17	Water Service Connection and Backflow Preventer Assembly (2")	EA	\$4,300.00	2.00	\$8,600.00	2.00	\$8,600.00	\$0.00
18	Water Line (2" Class 160 PSJ Polyethylene)	LF	\$11.00	264.00	\$2,904.00	264.00	\$2,904.00	\$0.00
19	Water Meter Box and Lid	EA	\$750.00	2.00	\$1,500.00	2.00	\$1,500.00	\$0.00
20	Water Meter	EA	\$1,050.00	0.00	\$0.00	2.00	\$2,100.00	(\$2,100.00)
21	Water Stub (2")	EA	\$550.00	2.00	\$1,100.00	2.00	\$1,100.00	\$0.00
22	Storm Drain Basin (24" PVC)	EA	\$1,550.00	4.00	\$6,200.00	4.00	\$6,200.00	\$0.00
23	Storm Drain Pipe (18")	LF	\$57.00	24.00	\$1,368.00	24.00	\$1,368.00	\$0.00
24	Storm Drain Pipe (10" HDPE)	LF	\$13.00	110.00	\$1,430.00	110.00	\$1,430.00	\$0.00
25	Storm Drain Pipe (12" HDPE)	LF	\$14.50	327.00	\$4,741.50	327.00	\$4,741.50	\$0.00
26	Storm Drain Pipe (12" SDR-21)	LF	\$26.00	290.00	\$7,540.00	290.00	\$7,540.00	\$0.00
27	Connect Storm Drain Pipe to Catch Basin	EA	\$500.00	5.00	\$2,500.00	5.00	\$2,500.00	\$0.00
28	Storm Drain Catch Basin No. 3	EA	\$2,100.00	2.00	\$4,200.00	2.00	\$4,200.00	\$0.00
29	Sanitary Sewer Pipe (4" SDR-26)	LF	\$13.00	265.00	\$3,445.00	265.00	\$3,445.00	\$0.00
30	Sanitary Sewer Manhole (48")	EA	\$2,100.00	1.00	\$2,100.00	1.00	\$2,100.00	\$0.00
31	Sanitary Sewer Cleanout (4")	EA	\$350.00	1.00	\$350.00	1.00	\$350.00	\$0.00

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
32	Earthwork	LS	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00
33	Grading	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
34	Aggregate Base (Class 2)	CY	\$42.00	1050.00	\$44,100.00	1,049.44	\$44,076.67	\$23.33
35	Slurry Backfill	LF	\$220.00	437.00	\$96,140.00	437.00	\$96,140.00	\$0.00
36	Hot Mix Asphalt	TON	\$100.00	186.00	\$18,600.00	181.71	\$18,170.63	\$429.38
37	Portland Cement Concrete Pavement	SF	\$4.00	40619.00	\$162,476.00	42,867.00	\$171,468.00	(\$8,992.00)
38	Colored Concrete Finishing and Curing	SF	\$0.50	40619.00	\$20,309.50	43,143.00	\$21,571.50	(\$1,262.00)
39	Minor Concrete (Curb and Gutter)	LF	\$23.00	116.00	\$2,668.00	91.00	\$2,093.00	\$575.00
40	Minor Concrete (Vertical Curb)	LF	\$13.00	2695.00	\$35,035.00	2,232.00	\$29,016.00	\$6,019.00
41	Minor Concrete (Mow Strip)	LF	\$9.00	160.00	\$1,440.00	160.00	\$1,440.00	\$0.00
42	Minor Concrete (Sidewalk)	SF	\$2.75	16767.00	\$46,109.25	27,282.00	\$75,025.50	(\$28,916.25)
43	Minor Concrete (Exposed aggregate)	SF	\$8.00	227.00	\$1,816.00	227.00	\$1,816.00	\$0.00
44	Minor Concrete (Commercial / Industrial Driveway Approach)	SF	\$6.00	4341.00	\$26,046.00	4,341.00	\$26,046.00	\$0.00
45	Access Ramp	EA	\$450.00	17.00	\$7,650.00	17.00	\$7,650.00	\$0.00
46	Detectable Warning Surface at Loading Zone	SF	\$17.00	1695.00	\$28,815.00	1,695.00	\$28,815.00	\$0.00
47	Detectable Directional Texture at Loading Zone	EA	\$450.00	12.00	\$5,400.00	12.00	\$5,400.00	\$0.00
48	Adjust Frames and Covers to Grade	EA	\$415.00	6.00	\$2,490.00	6.00	\$2,490.00	\$0.00
49	Landscape Documentation Package	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
50	Install Irrigation Improvements	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
51	Soil Samples and Testing	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
52	Soil Preparation / Soil Amendment	SF	\$0.25	50687.00	\$12,671.75	50,687.00	\$12,671.75	\$0.00
53	Bark Mulch - 2" Layer	CY	\$35.00	28.00	\$980.00	22.00	\$770.00	\$210.00
54	Decomposed Granite	SF	\$2.70	25826.00	\$69,730.20	25,826.00	\$69,730.20	\$0.00
55	Steel Landscape Edging	LF	\$20.00	421.00	\$8,420.00	390.00	\$11,800.00	(\$3,380.00)
56	Landscape Boulders	EA	\$900.00	4.00	\$3,600.00	4.00	\$3,600.00	\$0.00
57	Turf	SF	\$0.50	21331.00	\$10,665.50	21,331.00	\$10,665.50	\$0.00
58	Tree Planting - Chinese Pistache "Keith Davey"	EA	\$400.00	42.00	\$16,800.00	23.00	\$9,200.00	\$7,600.00
	Cultivar							
59	Tree Planting - Mandell Pine	EA	\$360.00	0.00	\$0.00	7.00	\$2,520.00	(\$2,520.00)
60	Tree Planting - Grape Myrtle	EA	\$350.00	13.00	\$4,550.00	15.00	\$5,250.00	(\$700.00)
61	Tree Planting - Aptos Blue Redwood	EA	\$350.00	14.00	\$4,900.00	14.00	\$4,900.00	\$0.00
62	Tree Planting - October Glory (Red Maple)	EA	\$360.00	17.00	\$6,120.00	19.00	\$6,840.00	(\$720.00)
63	Tree Well	EA	\$750.00	24.00	\$18,000.00	19.00	\$14,250.00	\$3,750.00
64	Shrub Planting - Dwarf Heavenly Bamboo	EA	\$12.00	28.00	\$336.00	26.00	\$312.00	\$24.00
65	Shrub Planting - Asparagus Fern	EA	\$25.00	13.00	\$325.00	14.00	\$350.00	(\$25.00)
66	Shrub Planting - Newport Dwarf Escallonia	EA	\$25.00	41.00	\$1,025.00	42.00	\$1,050.00	(\$25.00)
67	Shrub Planting - Star Jasmine	EA	\$10.00	60.00	\$600.00	50.00	\$500.00	\$100.00
68	Shrub Planting - Blue Liliv of the Nile	EA	\$10.00	10.00	\$100.00	10.00	\$100.00	\$0.00
69	Shrub Planting - Red Carpet Flower	EA	\$30.00	66.00	\$1,980.00	81.00	\$2,430.00	(\$450.00)
70	Shrub Planting - Creeping Fig	EA	\$32.00	3.00	\$96.00	4.00	\$128.00	(\$32.00)
71	Irrigation and Landscaping Certificate of Completion	LS	\$500.00	2.00	\$1,000.00	1.00	\$500.00	\$500.00

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
72	Maintenance Period (90 Days)	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	\$0.00
73	Electroliner	EA	\$2,800.00	1.00	\$2,800.00	1.00	\$2,800.00	\$0.00
74	Ornamental Electroliner	EA	\$4,800.00	15.00	\$72,000.00	15.00	\$72,000.00	\$0.00
75	Monument Sign External Illumination	EA	\$1,400.00	2.00	\$2,800.00	2.00	\$2,800.00	\$0.00
76	Electrical Service	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
77	Site Electrical Improvements	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
78	Thermoplastic Pavement Markings	SF	\$7.00	141.00	\$987.00	141.00	\$987.00	\$0.00
79	Thermoplastic Pavement Striping (4" Yellow)	LF	\$2.60	653.00	\$1,697.80	653.00	\$1,697.80	\$0.00
80	Thermoplastic Pavement Striping (4" White)	LF	\$2.60	552.00	\$1,435.20	552.00	\$1,435.20	\$0.00
81	Signage and Striping for ADA Van Accessible Parking	EA	\$530.00	1.00	\$530.00	1.00	\$530.00	\$0.00
82	Storm Water Pollution Prevention Plan (SWPPP) and Implementation	LS	\$1,400.00	1.00	\$1,400.00	1.00	\$1,400.00	\$0.00
83	Temporary Traffic Control Plan	LS	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00	\$0.00
<b>BID ALTERNATE NO. 2 "PARK AND RIDE LOT" - BID SCHEDULE #2 - OFFSITE IMPROVEMENTS</b>								
84	Clearing and Grubbing	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
85	Remove Existing Facilities	LS	\$20,000.00	1.00	\$20,000.00	1.00	\$20,000.00	\$0.00
86	Remove and Replace Box with Traffic Rated Box and Lid	EA	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
87	Storm Drain Pipe (12" SDR-21)	LF	\$26.00	86.00	\$2,236.00	86.00	\$2,236.00	\$0.00
88	Drainage Inlet and Gutter	EA	\$1,600.00	1.00	\$1,600.00	1.00	\$1,600.00	\$0.00
89	Manhole (48")	LS	\$2,100.00	1.00	\$2,100.00	1.00	\$2,100.00	\$0.00
90	Earthwork	LS	\$8,500.00	1.00	\$8,500.00	1.00	\$8,500.00	\$0.00
91	Grading	LS	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	\$0.00
92	Aggregate Base (Class 2)	CY	\$100.00	116.00	\$11,600.00	101.69	\$10,168.52	\$1,431.48
93	Hot Mix Asphalt	TON	\$150.00	138.00	\$20,700.00	102.96	\$15,443.44	\$5,256.56
94	Minor Concrete (Curb and Gutter)	LF	\$18.00	983.00	\$17,694.00	495.00	\$8,910.00	\$8,784.00
95	Minor Concrete (Vertical Curb)	LF	\$13.00	738.00	\$9,594.00	927.00	\$12,051.00	(\$2,457.00)
96	Minor Concrete (Curb Opening)	LF	\$1.00	24.00	\$24.00	24.00	\$24.00	\$0.00
97	Minor Concrete (Exposed Aggregate)	SF	\$4.00	3050.00	\$12,200.00	3,288.00	\$13,152.00	(\$952.00)
98	Relocate Irrigation Controller	LS	\$4,800.00	1.00	\$4,800.00	1.00	\$4,800.00	\$0.00
99	Soil Preparation / Soil Amendment	SF	\$0.35	2631.00	\$920.85	2,631.00	\$920.85	\$0.00
100	Bark Mulch - 2" Layer	CY	\$150.00	17.00	\$2,550.00	17.00	\$2,550.00	\$0.00
101	Traffic Signal Detector System	LS	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00	\$0.00
102	Thermoplastic Pavement Markings	SF	\$6.00	227.00	\$1,362.00	227.00	\$1,362.00	\$0.00
103	Pavement Markers (Type A)	EA	\$2.60	302.00	\$785.20	267.63	\$695.83	\$89.38
104	Pavement Markers (Type AY)	EA	\$2.60	91.00	\$236.60	58.33	\$151.67	\$84.93
105	Pavement Markers (Type D)	EA	\$5.00	34.00	\$170.00	37.71	\$188.54	(\$18.54)
106	Pavement Markers (Type G)	EA	\$5.00	61.00	\$305.00	55.60	\$278.02	\$26.98
107	Thermoplastic Pavement Striping (4" White)	LF	\$2.60	11.00	\$28.60	32.57	\$84.69	(\$56.09)
108	Thermoplastic Pavement Striping (4" Yellow)	LF	\$2.60	525.00	\$1,365.00	543.71	\$1,673.66	(\$308.66)
109	Thermoplastic Pavement Striping (6" White)	LF	\$2.60	504.00	\$1,310.40	504.00	\$1,310.40	\$0.00

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
110	Thermoplastic Pavement Striping (12" White)	LF	\$4.00	29.00	\$116.00	29.00	\$116.00	\$0.00
111	Roadway Signs on Post	EA	\$325.00	2.00	\$650.00	2.00	\$650.00	\$0.00
112	Overhead Sign on Existing Signal Mast Arm	EA	\$500.00	0.00	\$0.00	1.00	\$500.00	(\$500.00)
113	Temporary Traffic Control Plan	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
<b>BID ALTERNATE NO. 2 - ADDITIVE BID ALTERNATE #1 - W. HAWKEYE AVE. FRONTAGE IMPROVEMENTS TO APN 042-10-21</b>								
114	Additive Bid Alternate No. 1	LS	\$65,000.00	1.00	\$65,000.00	1.00	\$65,000.00	\$0.00
<b>SUB-TOTAL CONTRACT ITEMS =</b>								
<b>CHANGE ORDERS</b>								
C.O. #					<b>\$1,327,620.35</b>		<b>\$1,345,080.84</b>	<b>(\$17,460.49)</b>
1A	Additional demolition of 17 LF of vertical curb	LS	\$250.00	1.00	\$250.00	0.00	\$0.00	\$250.00
1B	Change sewer pipe from 4" to 6" diameter	LS	\$570.00	1.00	\$570.00	0.00	\$0.00	\$570.00
1C	Remove 3 buried septic tanks and misc. junk	LS	\$6,600.00	1.00	\$6,600.00	0.00	\$0.00	\$6,600.00
1D	Additional demolition, earthwork, grading, and traffic control devices for 236 LF of curb on Golden State Blvd	LS	\$6,450.00	1.00	\$6,450.00	0.00	\$0.00	\$6,450.00
1E	Additional design costs for City's adjustments to landscaping plan	LS	\$787.00	1.00	\$787.00	0.00	\$0.00	\$787.00
1F	Change frame and grate type at offsite storm drain inlet	LS	\$612.96	1.00	\$612.96	0.00	\$0.00	\$612.96
1G	Abandon old 24" storm drain line, install storm drain manhole and connecting 12" pipe to storm catch basin on Golden State	LS	\$2,400.00	1.00	\$2,400.00	0.00	\$0.00	\$2,400.00
2A	Remove one (1) buried septic tank	LS	\$1,115.80	1.00	\$1,115.80	0.00	\$0.00	\$1,115.80
2B	Place import borrow for Front Street median	LS	\$1,585.00	1.00	\$1,585.00	0.00	\$0.00	\$1,585.00
2C	Demolition work for relocating curb opening through median on Golden State	LS	\$570.31	1.00	\$570.31	0.00	\$0.00	\$570.31
2D	Traffic rated box and lid in new gutter pan of Golden State Blvd median	LS	\$238.40	1.00	\$238.40	0.00	\$0.00	\$238.40
2E	Regrade for curb and gutter instead of vertical curb	LS	\$1,329.50	1.00	\$1,329.50	0.00	\$0.00	\$1,329.50
2F	Demolition work for pavement repairs adjacent to new left turn lane	LS	\$900.00	1.00	\$900.00	0.00	\$0.00	\$900.00
2G	Additional concrete for Golden State Blvd median curb due to underlying asphalt layer	LS	\$473.51	1.00	\$473.51	0.00	\$0.00	\$473.51
2H	Change wiring point of connection for standard street light electrotier	LS	\$1,800.00	1.00	\$1,800.00	0.00	\$0.00	\$1,800.00
2I	Additional irrigation and planting improvements in areas with decomposed granite ground cover	LS	\$9,037.30	1.00	\$9,037.30	0.00	\$0.00	\$9,037.30
3A	Earthwork and grading for on-site retaining curb	LS	\$3,643.54	1.00	\$3,643.54	0.00	\$0.00	\$3,643.54
3B	New monument well, utility box, and lid at pedestrian ramp at GSB and W. Hawkeye Ave.	LS	\$250.00	1.00	\$250.00	0.00	\$0.00	\$250.00

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
3C	Upsize electrical conductor	LS	\$1,450.00	1.00	\$1,450.00	0.00	\$0.00	\$1,450.00
3D	Upgrade decomposed granite type from "grey" to "gold bath"	LS	\$18,594.72	1.00	\$18,594.72	0.00	\$0.00	\$18,594.72
3E	Addition of concrete pedestrian pavers, crosswalk pavers, concrete border banding, concrete slabs under passenger shelters and bike racks, and earthwork and grading for additional sidewalk on Golden State Blvd from the Transit Center to W. Hawkeye Ave.	LS	\$254,230.50	1.00	\$254,230.50	0.00	\$0.00	\$254,230.50
4A	Commercial driveway on W. Hawkeye Ave.	LS	\$10,244.39	1.00	\$10,244.39	0.00	\$0.00	\$10,244.39
4B	Dedicatory Plaque	LS	\$710.00	1.00	\$710.00	0.00	\$0.00	\$710.00
4C	Concrete pad under relocated passenger shelter	LS	\$850.18	1.00	\$850.18	0.00	\$0.00	\$850.18
5A	Remove buried asphalt concrete and septic tank	LS	\$4,577.87	1.00	\$4,577.87	0.00	\$0.00	\$4,577.87
5B	Remove diseased redwood tree in Golden State Blvd median	LS	\$1,995.00	1.00	\$1,995.00	0.00	\$0.00	\$1,995.00
6A	Additional deep tree root barriers	LS	\$600.00	1.00	\$600.00	0.00	\$0.00	\$600.00
6B	Remove irrigation for three (3) street trees	LS	(\$225.00)	1.00	(\$225.00)	0.00	\$0.00	(\$225.00)
6C	Remove construction joint sealant	LS	(\$625.00)	1.00	(\$625.00)	0.00	\$0.00	(\$625.00)
6D	Anchor bolt torque retesting for post clock	LS	(\$369.00)	1.00	(\$369.00)	0.00	\$0.00	(\$369.00)
6E	Remove two bollards at trash enclosure	LS	(\$700.00)	1.00	(\$700.00)	0.00	\$0.00	(\$700.00)
6F	Additional signage	LS	\$2,135.00	1.00	\$2,135.00	0.00	\$0.00	\$2,135.00
6G	Pavement markers adjacent to vertical curb along	LS	\$80.00	1.00	\$80.00	0.00	\$0.00	\$80.00
	<b>SUB-TOTAL CHANGE ORDER ITEMS</b>				\$332,161.98		\$0.00	\$332,161.98
	<b>=</b>				\$1,659,782.33		\$1,345,080.84	\$314,701.49
	<b>TOTAL PROJECT =</b>							



**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: (\$16,564.49)  
Increase percentage: -1.2%  
Increase of previous CCOs: \$331,265.98  
Cumulative percentage: 23.4%  
New Contract Total: \$1,659,782.33

Change Order No. 6

Description of change order:

A) Additional deep root tree barriers \$600. B) Remove irrigatino for three (3) street trees (-\$225). C) Remove construction joint sealant (-\$625). D) Anchor bolt torque retesting for post clock (-\$369). E) Remove two bollards at trash enclosure (-\$700). F) Additional signage \$2,135. G) Pavement markers adjacent to vertical curb along Golden State Blvd. median \$80.

**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: \_\_\_\_\_

**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. 0952  
TURLOCK REGIONAL TRANSIT CENTER**

Notice is hereby given that work on the above-referenced project, on city property at 1418 North Golden State Boulevard at Del's Lane located in the City of Turlock, was completed by the undersigned agency on August 28, 2012. The contractor of work was George Reed Inc., P O Box 4760, Modesto, CA 95352, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

**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 August 29, 2012 at Turlock, California, Stanislaus County



## Council Synopsis

August 28, 2012

5D

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

Prepared by: Nathan Bray, PE  
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$18,200 (Fund 420) for City Project No. 10-24, "Well #40 Site Work," bringing the contract total to \$210,866.35

### 2. DISCUSSION OF ISSUE:

On February 28, 2012 Council awarded a contract in the amount of \$192,666.35 to Peterson Excavation of Tuolumne, California for City Project No. 10-24, "Well #40 Sitework."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$192,666.35	2/28/12
Change Order No. 1	\$18,200.00	8/28/12
Adjusted Contract Total	\$210,866.35	

The contractor has been delayed from moving forward with any portion of the project due to TID's ability to relocate their facilities. The contractor has completed all of the work available without performing any work that would require additional work after TID mobilized and performed their portion.

After waiting for TID for a number of weeks, the contractor was forced to move his equipment to another project; this resulted in unforeseen changes to the character of the work that was bid upon.

Once TID relocates their facilities, Charter Communications will be able to place their facilities underground and the City's contractor will be able to resume normal contract work. Irrigation, landscaping, driveway and touch up concrete work remain.

Additional earthwork was needed in order to raise the site where the utility boxes associated with the relocation of the overhead utilities were installed. The site plan called out to raise the site where hardscape improvements were installed and if constructed as bid, the utility boxes would be low and hold water. This option was not acceptable as the utility boxes will house a TID power distribution line.

Some of TID's existing utility boxes needed to be replaced with traffic rated boxes and two traffic rated boxes were added for future use. The well site had conduit stubs from underneath the concrete slab that needed to be extended for future use as well. Extending these conduit stubs resulted in re-working some of the site as the aggregate base was already placed.

**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) These unforeseen changes are a change in the character of work and the contractor is unable to perform any until the utilities are relocated.

**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**

Sufficient funds are appropriated in account number 420-52-551.51270, "Well #40" for this Contract Change Order in the amount of \$18,200, bringing the contract total to \$210,866.35.

No General Fund money will be used for this project.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

**Mitigated Negative Declaration:** The environmental impacts associated with Minor Administrative Approval 2009-01 (Well #40) have been reviewed by

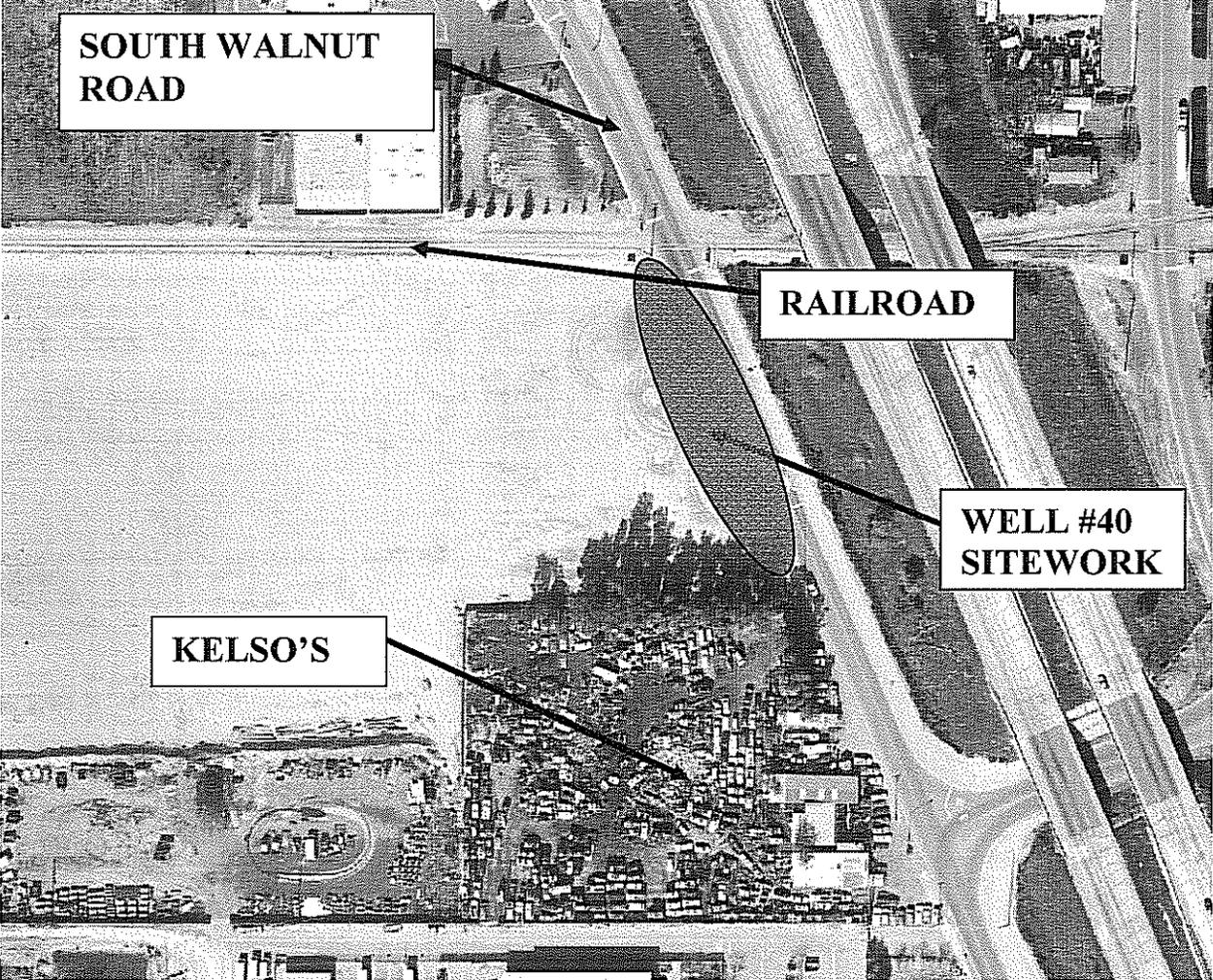
the City pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA). Based upon analysis, information, and mitigation measures contained in the Initial Study prepared for the proposed project, it has been determined that no significant environmental impacts are associated with the proposed project. Pursuant to Public Resources Code 21080(c)(2) and 21157.5 of CEQA, the proposed project was analyzed to establish its potential impacts beyond those described in the General Plan Environmental Impact Report and the West Side Industrial Specific Plan Environmental Impact Report. Feasible mitigation measures have been added to the project, in accordance with Public Resources Code 21080(c)(2) and 21157.5 of CEQA, to mitigate identified environmental impacts to a level of insignificance.

On March 27, 2009, a Mitigated Negative Declaration was prepared and posted with the Stanislaus County Clerk, stating that the proposed development would not have a significant effect upon the environment because mitigation measures identified in the General Plan EIR, WISP EIR, Initial Study, and mitigation monitoring program have been added to the project.

**7. ALTERNATIVES:**

Not approve Contract Change Order No.1. Staff does not recommend this alternative because these changes were unforeseen and beyond the control of the contractor.

CITY PROJECT NO. 10-24  
Well #40 SITEWORK







**CONTRACT  
CHANGE ORDER  
AUTHORIZATION  
FORM**

**PROJECT INFORMATION**

Peterson Excavation  
P.O. Box 303  
Tuolumne, CA 95379  
(209)743-6738

Project Name: WELL #40 SITEWORK  
Project No.: 10-24  
Awarded on: February 28, 2012  
Original Contract Amount: \$192,666.35  
Increase to contract: \$18,200.00  
Increase percentage: 9.4%  
New Contract Total: \$210,866.35

Change Order No. 1

Description of change order:

Due to unforeseen changes in the character of work, the contractor has been forced to stop work and is unable to continue work until the TID facilities are relocated underground. The contractor completed all items of work that are possible without having to redo anything once TID has completed their operations. The contractor was forced to demobilize his operations and start on another project until the utility work is performed. This cost covers all overhead, labor, equipment, and all cost associated with downtime. This change order also cover the cost of replacing an existing TID box with a traffic rated box and extending some conduit stubs for future use.

**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, PE, Director of Development Services      Date  
City Engineer      8/14/12

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

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



## Council Synopsis

5E

August 28, 2012

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

Prepared by: Nathan Bray, PE  
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 in the amount of \$77,170.78 (Fund 215) for City Project No. 10-65, "Rehabilitation of Golden State Boulevard and West Main Street," bringing the contract total to \$1,077,626.75

### 2. DISCUSSION OF ISSUE:

On February 14, 2012 Council awarded a contract in the amount of \$985,484.00 to George Reed Inc. of Modesto, California for City Project No. 10-65, "Rehabilitation of Golden State Boulevard and West Main Street."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$985,484.00	2/14/12
Change Order No. 1	\$19,750.00	6/26/12
Change Order No. 2	\$77,170.78	8/28/12
Adjusted Contract Total	\$1,082,404.78	

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

In an effort to extend the pavement life on portion of the project (on West Main Street from Dianne Drive to Tegner Road), some changes were made that included:

- Placing a different, stronger geotextile paving fabric underneath the overlay; and,
- Placing a leveling course in order to fill in the potholes, cracks and correct any slope issues; and,
- Increasing the thickness of the overlay from 2" to 3" (subsequently the thickness on Golden State Boulevard was decreased by 1/2" to account for the additional material used on West Main Street.)

An adjustment in unit price for the 1/2" HMA mix was needed as the mix utilizes more asphalt per unit of volume as compared to the 3/4" HMA mix. Additional traffic control was needed as the leveling course, glass grid (paving fabric), and thicker overlay took longer to construct than the bid-upon design.

Additional sawcutting and demolition needed to occur at Crane and along Golden State to tie in proposed ADA facilities with the surrounding area. All changes made were to achieve ADA compliance.

As the contractor was grinding through the intersection of West Main Street and Kilroy Road, eight traffic loops were damaged that were not expected. The contractor was directed to replace the loops per force account.

**3. BASIS FOR RECOMMENDATION:**

- A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B) This change positively impacts the longevity of West Main Street between Dianne Drive and Tegner Road.

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

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

- iv) Streets/Roadways

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

**Fiscal Impact**

Sufficient funds are appropriated in account number 215-40-420.51210 "Rehab. GSB (#10-65)" for this Contract Change Order in the amount of \$77,170.78, bringing the contract total to \$1,082,404.78.

No General Fund money will be used for this project.

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

Recommend approval.

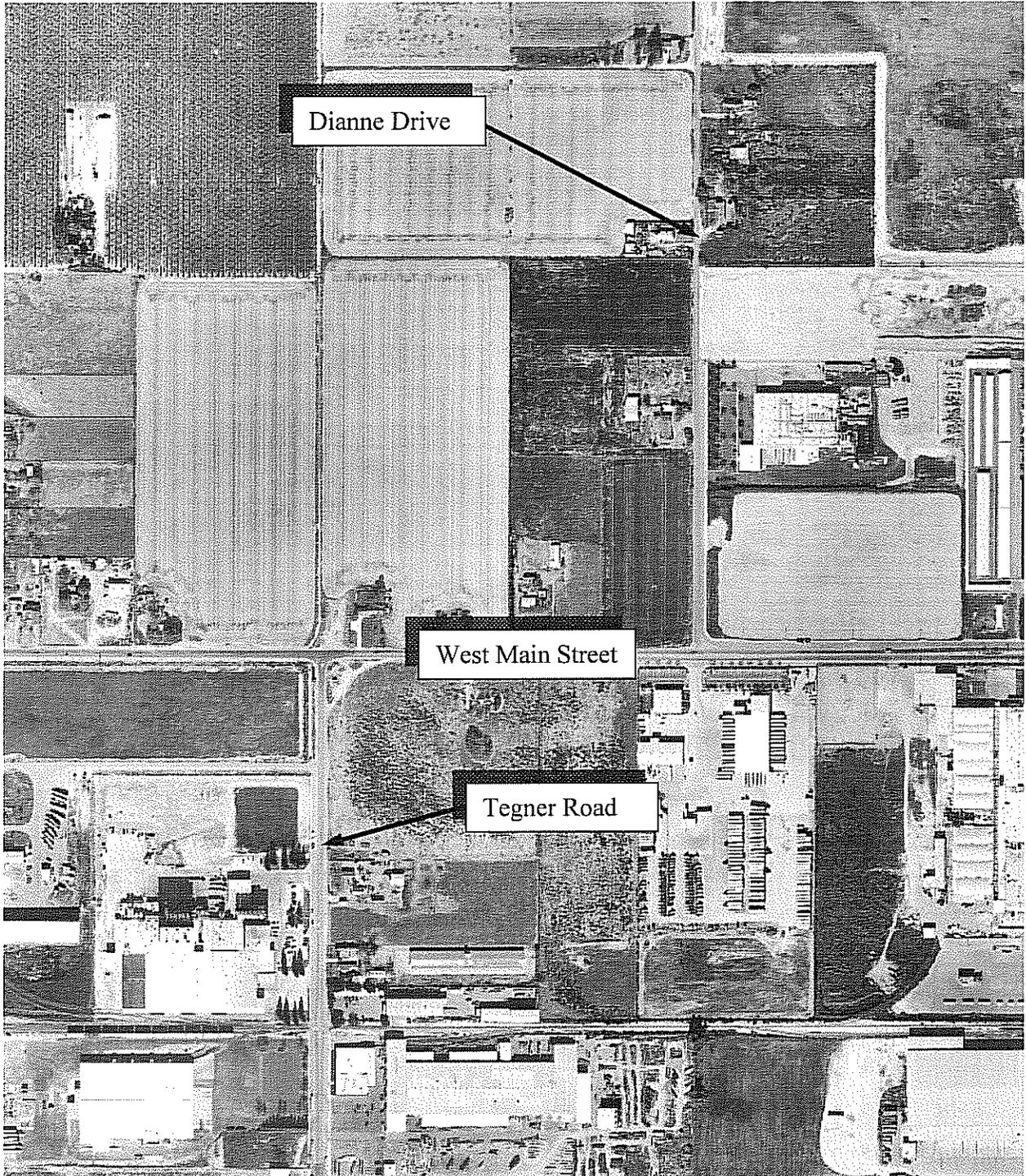
**6. ENVIRONMENTAL DETERMINATION:**

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

**7. ALTERNATIVES:**

Not approve Contract Change Order No. 2. Staff does not recommend this as the changes were needed to ensure the longevity of the pavement on West Main Street between Tegner Road and Dianne Drive.

Location of Work Performed for Contract Change Order No. 2  
Project 10-65





## CONTRACT CHANGE ORDER

Date issued: 28-Aug-12 Change Order No.: 2  
 Project Name: Rehab of Golden State Blvd. and W. Main St.

George Reed Inc. Project No.: 10-65  
 P.O. Box 4760 Contract For: \$985,484.00  
 Modesto, CA 95352 Contract Award Date: February 14, 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	Additional Sawcutting at Crane and Golden Sta	FA	1	\$506.45	\$506.45
2	Additional Demolition of Curb and Gutter (GSB)	FA	1	\$645.58	\$645.58
3	Additional Traffic Signal Loops at Kilroy and Ma	FA	1	\$3,626.00	\$3,626.00
4	Price Differential on 3/4" to 1/2" HMA	TN	2462.41	\$1.35	\$3,324.25
5	Leveling course Labor/Equipment/Traffic Contr	LS	1	\$24,000.000	\$24,000.00
6	Leveling Course Material/Trucking	TN	152.99	\$90.00	\$13,769.10
7	Glass Grid	SY	3817	\$8.20	\$31,299.40
<b>Total this CCO=</b>					<b>\$77,170.78</b>

<b>The original contract sum =</b>	<b>\$985,484.00</b>
<b>Net change by previous change orders =</b>	<b>\$19,750.00</b>
<b>The Cotract will be increased by the amount of=</b>	<b>\$77,170.78</b>
<b>The new contract sum including this change order will be =</b>	<b>\$1,082,404.78</b>
<b>The contract time will increased by fifteen (15) working Days.</b>	

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

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

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



**CONTRACT  
CHANGE ORDER  
AUTHORIZATION  
FORM**

**PROJECT INFORMATION**

George Reed Inc.  
P.O. Box 4760  
Modesto, CA 95352  
(209)623-0734

Project Name: Rehab of Golden State Blvd. and W. Main St.  
Project No.: 10-65  
Awarded on: February 14, 2012  
Original Contract Amount: \$985,484.00  
Increase to contract: \$77,170.78  
Increase percentage: 7.8%  
Increase of previous CCOs: \$19,750.00  
Cumulative percentage: 9.8%  
New Contract Total: \$1,082,404.78

Change Order No. 2

Description of change order:

This Contract Change Order adjusts the pavement thickness and construction method for a portion of West Main Street between Dianne Drive and Tegner Road. This change was made to ensure the useful life of the work being performed was adequate and that other aspects of the project were in compliance with the ADA.

**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: \_\_\_\_\_



## Council Synopsis

August 28, 2012

5F

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

Prepared by: Nathan Bray, PE  
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the credit amount of (\$4,478) for City Project No. 11-45, "Well #41 Pilot Hole," bringing the contract total to \$20,100

Motion: Accepting improvements for City Project No. 11-45, "Well #41 Pilot Hole," and authorizing the City Engineer to file a Notice of Completion

### 2. DISCUSSION OF ISSUE:

On March 13, 2012 Council awarded a contract in the amount of \$24,578 to Masellis Drilling, Inc. of Modesto, California for "Well #41 Pilot Hole."

The contractor drilled the first well which collapsed before the drilling limit was reached and Staff directed the contractor to drill a new pilot hole further away from the possible source of the collapse. The contractor was successful and through the sampling process, the number of samples needed to be taken was reduced, thus resulting in a cost savings to the City.

### 3. BASIS FOR RECOMMENDATION:

- A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B) The changes were needed to complete all work in accordance with the project plans and City Standards.

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

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

ii) Water

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

**Fiscal Impact**

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

Funds have been encumbered in line item number 420-52-511.51131 and are available for contingencies such as this Contract Change Order No. 1 (Final). The original contract amount of \$24,578 will be decreased in the amount of \$4,478, bringing the total contract to \$20,100

No General Fund money will be used for this project.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

This project is part of a larger project that is currently going through the minor discretionary permit (MDP) process.

**7. ALTERNATIVES:**

A. Not approve Change Order No. 1 (Final). This option is not recommended by City Staff because as this is a cost reduction and a savings to the city.

**Project Location**  
11-45, "Pilot Hole for Well #41"

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





# CITY OF TURLOCK

## FINAL QUANTITIES Well #41 Pilot Hole

Project No. 11-45

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	\$0.00	0.00	\$0.00	1.00	\$0.00	\$0.00
2	Drill 8" pilot hole	LF	\$10.00	500.00	\$5,000.00	500.00	\$5,000.00	\$0.00
3	Water Samples - Air developed and Pumped	EA	\$1,600.00	6.00	\$9,600.00	10.00	\$16,000.00	(\$6,400.00)
4	Electric Log	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	\$0.00
5	Pilot Hole Destruction	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
6	Miscellaneous items not covered above	LS	\$578.00	1.00	\$578.00	1.00	\$578.00	\$0.00
	<b>SUB-TOTAL CONTRACT ITEMS =</b>				<b>\$18,178.00</b>		<b>\$24,578.00</b>	<b>(\$6,400.00)</b>
C.O. #	CHANGE ORDERS							
1(F)	Remobilization and drilling a second pilot hole	LS	\$1,922.00	1	\$1,922.00	0	\$0.00	\$1,922.00
	<b>SUB-TOTAL CHANGE ORDER ITEMS =</b>				<b>\$1,922.00</b>		<b>\$0.00</b>	<b>\$1,922.00</b>
	<b>TOTAL PROJECT =</b>				<b>\$20,100.00</b>		<b>\$24,578.00</b>	<b>(\$4,478.00)</b>



**CONTRACT  
CHANGE ORDER  
AUTHORIZATION  
FORM**

**PROJECT INFORMATION**

Masellis Drilling, Inc.  
119 Albers Rd.  
Modesto, CA 95357  
(209) 522-1928

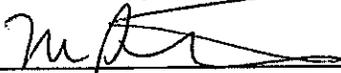
Project Name: Well #41 Pilot Hole  
Project No.: 11-45  
Awarded on: March 13, 2012  
Original Contract Amount: \$24,578.00  
Increase to contract: (\$4,478.00)  
Increase percentage: -18.2%  
New Contract Total: \$20,100.00

Change Order No.

Description of change order:

This Contract Change Order adjust the actual quantities used during the course of construction and accounts for all cost associated with having to redrill a second pilot hole. The second pilot hole was required as the first hole collapsed during construction and in order to meet the purpose and need of the project, a second pilot hole had to be drilled.

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

Approved:  8/14/12  
Michael G. Pitcock, Director of Development Services Date  
City Engineer

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

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

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

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

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

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

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

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

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

**NOTICE OF COMPLETION  
CITY PROJECT NO. 11-45  
WELL NO. 41 PILOT HOLE**

Notice is hereby given that work on the above-referenced project, on city property at 4706 Fulkerth Road, just east of Washington Road located in the City of Turlock, was completed by the undersigned agency on August 28, 2012. The contractor of work was Masellis Drilling Inc., 119 Albers Road, Modesto, CA 95357, 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

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

Executed on August 29, 2012 at Turlock, California, Stanislaus County



**Council  
Synopsis**

**August 28, 2012**

59

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

Prepared by: Eric Picciano, Principal Civil Engineer, Chief Building Official

Agendized: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Resolution: Appropriating \$336,000 of unspent funds from Fiscal Year 2011-12 to Fiscal Year 2012-13 for various City projects

**2. DISCUSSION OF ISSUE:**

With the initiation and adoption of the Fiscal Year 2012-13 budget, staff reviewed our ongoing projects and has determined that unspent funds for several projects were dropped from or underfunded with the new budget. In order to continue to fund these ongoing projects, appropriation of these unspent funds is necessary. The following table indicates the projects and their requested funding:

<b>Project No &amp; Title</b>	<b>Dollar amount requested</b>	<b>From Fund</b>	<b>To Account No.</b>
0952 Turlock Regional Transit Center (Current balance \$0.00)	\$235,000	Fund 426 Reserve	426-40-415.51260
11-41 Sanitary sewer lift station at W. Main/Clinton & w. Main/Tegner Roads (Current Balance \$0.00)	\$20,000	Fund 410 Reserve	410-51-534.51124
12-19 Angelus Waterline Replacement (Current Balance \$161,700)	\$70,000	Fund 420 Reserve	420-52-551.51127
Building Department Fee Study (Current Balance \$5,000)	\$11,000	Fund 405 Reserve	405-40-405.43060_000
<b>Total Amount</b>	<b>\$336,000</b>		

All of the above listed projects were budgeted and were in some phase of work during the Fiscal Year 2011-12. The following is a brief description of the work to be completed within the Fiscal Year 2012-13:

Turlock Regional Transit Center – This project is generally complete except for final punch list items and the required maintenance period. The proposed funds will be utilized for management expenses for the remainder of the project and payment of retained funds due the contractor upon final completion of the project.

Sanitary sewer lift station at West main/Clinton & West main/Tegner Roads- The design of the project is nearing completion. The proposed funds will be utilized for management and consultant expenses for the remainder of the project's design through advertisement and award. Upon award, complete funding for the project will be presented to Council for approval

Angelus Waterline Replacement – This project was awarded to the contractor at the July 10, 2012 Council Meeting and is proceeding. Currently the construction is proceeding with an anticipated October 2012 completion. The proposed funds will be utilized for management expenses for the remainder of the project and payment of retained funds due the contractor upon final completion of the project.

Building Department Fee Study – This study is proceeding. The study is to update the current plan check and inspection fees which are charged with the issuance of building permits. Staff is currently reviewing drafts of the study with an anticipation of presenting the study to Counsel at some future date.

Therefore, an appropriation of \$336,000 is requested to fund the remaining expenses related to these projects

**3. BASIS FOR RECOMMENDATION:**

- A) Per the Turlock Municipal Code, City Council authorizes all fund appropriations.

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

**Fiscal Impact:**

Appropriations needed:

- a. \$230,000 into account number 426-40-415.51260 "Transit Hub" for City Project No. 0952 "Turlock Regional Transit Center"
- b. \$20,000 into account number 410-51-534.51124 "Sewer Expansion Project (As Needed)" for City Project No. 11-41 "Sanitary sewer lift station at W. Main/Clinton & W. Main/ Tegner Roads"

- c. \$10,000 into account number 420-52-551.51127, "8" C-900 waterline Angelus between Lander/Orange" for City Project No. 12-19 "Angelus Waterline Replacement"
- d. \$11,000 into Fund 405-40-405.43060\_000 "Contract Services General" for the Building Department Fee Study

No General Fund dollars are required.

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

Recommend approval

**6. ENVIRONMENTAL DETERMINATION:**

Not Required

**7. ALTERNATIVES:**

- A. Reject the appropriations. Staff does not recommend this alternative due to the fact that the monies are to be utilized on current city projects. Without the requested funding, these projects may not be completed.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }  
\$336,000 OF UNSPENT FUNDS FROM }  
FISCAL YEAR 2011-12 TO FISCAL }  
YEAR 2012-2013 FOR VARIOUS CITY }  
PROJECTS }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the City of Turlock wishes to complete four City projects budgeted in the Fiscal Year 2011-12 budget; and

**WHEREAS**, to complete the projects, funding must be appropriated into the current Fiscal Year 2012-13 budget; and

**WHEREAS**, unspent funding for these projects is available to be appropriated from the respective line numbers in the current adopted budget.

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

- a. \$230,000 into account number 426-40-415.51260 "Transit Hub" for City Project No. 0952 "Turlock Regional Transit Center"
- b. \$20,000 into account number 410-51-534.51124 "Sewer Expansion Project (As Needed)" for City Project No. 11-41 "Sanitary sewer lift station at W. Main/Clinton & W. Main/ Tegner Roads"
- c. \$10,000 into account number 420-52-551.51127, "8" C-900 waterline Angelus between Lander/Orange" for City Project No. 12-19 "Angelus Waterline Replacement"
- d. \$11,000 into Fund 405-40-405.43060\_000 "Contract Services General" for the Building Department Fee Study

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

August 28, 2012

54

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

Prepared by: Debra A. Whitmore, Deputy Director of Development Services/Planning

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving an amendment to the Fiscal Year 2012-13 budget to appropriate \$5,000 to account number 110-40-400.43131 "Smart Valley Places Grant Expenses" funded by revenue received in account number 110-40-400.34172 "Smart Valley Places Grant" and approving Amendment No. 1 to the agreement between the City of Turlock and Jarvis, Fay, Doporto, and Gibson, LLP, dated November 7, 2011

### 2. DISCUSSION OF ISSUE:

On November 8, 2011, the City Council approved the release of the Public Review Draft General Plan for environmental review and public comment. The Draft Environmental Impact Report (EIR) for the Draft General Plan was distributed for its required 45-day public comment period beginning on June 5 and ending on July 20. The City received thirteen comments on the Draft EIR and Draft General Plan. On December 13, 2011, the City Council approved a professional services agreement with Jarvis, Fay, Doporto and Gibson, LLP, to provide a legal review of the updated General Plan and its EIR for an amount not to exceed \$15,000 (see Attachment 1). Approximately \$11,240 has been utilized to date. The remaining \$3,760 will not be adequate to complete the General Plan review process and to provide assistance, as needed, in the update of the City's Capital Facility Fee program which is also a part of the General Plan Update process.

Staff is requesting that the City Council approve a modification to the original budget allowing \$5,000 of the revenues from the Smart Valley Places grant to be shifted to the legal services contract. This would increase the contract from \$15,000 to \$20,000 and reduce the amount originally intended to offset staff costs. Staff believes that adequate funds remain in the contract to cover staff, publication and meeting costs associated with the grant scope of services. A balance of \$87,000 is available from the HUD grant as of June 30, 2012. Of the remaining funds, \$72,000 is still available to cover staff time. Shifting \$5,000 from

staff costs to consultant costs will reduce the time balance to approximately \$66,000 which will be adequate to cover staff the remaining staff time.

As required by the subcontract agreement for the Smart Valley Places Grant, staff has obtained preliminary approval of the budget amendment from the California State University, Fresno, Foundation (see Attachment 2). The remaining grant funds must be expended by January 31, 2013.

**3. BASIS FOR RECOMMENDATION:**

The City Council has initiated an update to its General Plan. In order to approve the General Plan document, the City must prepare an environmental impact report (EIR). The consultant services will be utilized to ensure that the EIR meets the requirements of the California Environmental Quality Act (CEQA).

**Strategic Plan Initiative B. FISCAL RESPONSIBILITY**

**Goals:** b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

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

**Goals:**

- a. Ensure all growth adds value to the current and future community
- b. Continue use of Specific and Master Plans
- c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)
- d. Provide for housing diversity
  - i. Include affordable housing
- e. Create long-term, value-added plan for In-fill
- f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development
- g. Coordinate with various agencies on the planning and implementation of the South County Corridor

**Action: Council**

- a. General Plan adoption

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

**Fiscal Impact:** The budget amendment will reduce the amount of HUD Smart Valley Grant Funds available for staff time by \$5,000 and shift that amount to the legal consultant. The remaining funds available to covers staff expenses are expected to cover staff costs through the end of the grant period on January 31, 2013.

**Budget Amendment:** Staff is requesting an appropriation of \$5,000 into Account Number 110-40-400.43131 "Smart Valley Places Grant Expenses" funded by revenue received in Account Number 110-40-400.34172 "Smart Valley Places Grant". This action would reduce the amount available to reimburse staff time by \$5,000; however, staff believes that the remaining funding is adequate to cover staff time and other hard costs for the General Plan and Capital Facility Fee Update.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

This action does not constitute a "project" under the California Environmental Quality Act.

**7. ALTERNATIVES:**

1. The City Council may decide not to approve the budget amendment or the contracts.
2. The City Council may decide to amend certain conditions of the contract.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN }  
AMENDMENT TO THE FISCAL YEAR }  
2012-13 BUDGET TO APPROPRIATE }  
\$5,000 TO ACCOUNT NUMBER }  
110-40-400.43131 "SMART VALLEY }  
PLACES GRANT EXPENSES" FUNDED }  
BY REVENUE RECEIVED IN ACCOUNT }  
NUMBER 110-40-400.34172 "SMART }  
VALLEY PLACES GRANT" AND }  
APPROVING AMENDMENT NO. 1 TO THE }  
AGREEMENT BETWEEN THE CITY OF }  
TURLOCK AND JARVIS, FAY, DOPORTO, }  
AND GIBSON, LLP, DATED }  
NOVEMBER 7, 2011 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the Smart Valley Places Network has been established as a direct partnership among cities and other local and regional partners to apply for federal funds available from the U.S. Department of Housing and Urban Development ("HUD") with the purpose of defining and implementing a regional plan for sustainable development for the San Joaquin Valley; and

**WHEREAS**, in order to join the Smart Valley Places Network, the City of Turlock was required to enter into the SMART VALLEY PLACES COMPACT ("COMPACT") and commit to share planning principles and incorporate them into their respective local policies and codes through a process that engages all stakeholders and residents in order to comprise and facilitate the implementation of a comprehensive regional plan for sustainable development; and

**WHEREAS**, on August 22, 2011, the City of Turlock became a partner city of Smart Valley Places by entering into a COMPACT to share planning principles and incorporate them into their respective local policies and codes through a process that engages all stakeholders and residents in order to comprise and facilitate the implementation of a comprehensive regional plan for sustainable development; and

**WHEREAS**, on August 22, 2011, the City of Turlock City Council also approved participation as a voting member of the Smart Valley Places COMPACT Executive Committee and to execute all necessary grant documents, agreements, MOU's, and other documentation needed to carry out the business of Smart Valley Places on behalf of the City of Turlock; and

**WHEREAS**, the City of Turlock is designated to receive \$200,000 in Federal HUD grant funds as a member of the Smart Valley Places COMPACT and these funds are included in the Fiscal Year 2012-13 budget in account number 110-40-400.34172 ; and

**WHEREAS**, expenditures for legal services have been included in the Fiscal Year 2012-13 budget in account number 110-40-400.43131 "Smart Valley Places Grant Expenses: in the amount of \$15,000; and

**WHEREAS**, the Turlock City Council approved a professional services agreement with Jarvis, Fay, Doportto & Gibson, LLP to serve as attorneys for the City of Turlock on December 13, 2011 for an amount not to exceed \$15,000; and

**WHEREAS**, approximately \$11,240 has been expended in the currently approved professional services agreement, leaving approximately \$3,760 remaining in the current contract; and

**WHEREAS**, staff believes it prudent to add \$5,000 to the legal services professional service agreement to ensure adequate resources to respond to comments on the General Plan Update and its associated Environmental Impact Report as well as the follow on task for the Capital Facility Fee Update; and

**WHEREAS**, the proposed budget and contract amendment have been approved by the California State University, Fresno, Foundation that is responsible for administering the Smart Valley Places HUD grant; and

**WHEREAS**, adequate funds are available in account number 110-40-400.34172 to cover the additional costs for legal services required for the General Plan Update process.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the appropriation of \$5,000 to account number 110-40-400.43131 "Smart Valley Places Grant Expenses" to be funded from revenues collected in account number 110-40-400.34172 "Smart Valley Places Grant"; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Turlock hereby approves Amendment No. 1 to the Agreement between the City of Turlock and Jarvis, Fay, Doportto, and Gibson, LLP, dated November 7, 2011.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August 2012, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



**AMENDMENT NO. 1  
to  
Agreement  
Between  
CITY OF TURLOCK  
and  
Jarvis Fay Doporto & Gibson, LLP**

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**THIS AMENDMENT**, dated July 24, 2012, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and Jarvis Fay Doporto & Gibson, LLP, (hereinafter "CONTRACTOR").

**WHEREAS**, the parties hereto previously entered into an agreement dated December 13, 2011, whereby CONTRACTOR will provide legal advice relating to compliance with the California Environmental Quality Act and related land use laws for the City's updated General Plan, Environmental Impact Report and Capital Facility Fee.

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

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

"1. **SCOPE OF ENGAGEMENT:** We will provide the City with legal advice relating to compliance with the California Environmental Quality Act and related land use laws for the City's updated General Plan, including legal review of the Draft and Final EIRs and related CEQA documentation for the General plan. We will also attend City Planning Commission and Council Meetings, as needed, but, at a minimum, two (2) Planning Commission Meetings and two (2) City Council Meetings or any combination thereof. Our work on this matter shall not exceed \$20,000. The scope of this engagement may be extended to other matters if confirmed in writing. A writing confirming an agreement to provide legal services to you on other specified matters shall bring such services within the scope of the terms set forth in this letter."

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

*OK for Agenda*  
*[Signature]*

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

**CITY OF TURLOCK**

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

**APPROVED AS TO SUFFICIENCY:**

BY: \_\_\_\_\_  
Debra A. Whitmore  
Deputy Director of Development Services/  
Planning

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

\_\_\_\_\_

By: JARVIS, FAY, DOPORTO & GIBSON, LLP

Print Name Rick W. Jarvis

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

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

JARVIS FAY DOPORTO &amp; GIBSON, LLP

LOCAL GOVERNMENT AND LAND USE LAW

492 Ninth Street, Suite 310 / Oakland, CA 94607

Main: 510-238-1400 / Fax: 510-238-1404 / www.jarvisfay.com

November 7, 2011

Phaedra A. Norton  
City Attorney  
City of Turlock  
156 S. Broadway, Suite 240  
Turlock, CA 95380-5454

Re: Legal Services Agreement

Dear Phaedra:

Thank you for selecting Jarvis, Fay, Doportto & Gibson, LLP to serve as attorneys for the City of Turlock. This letter sets forth our agreement concerning the legal services we will provide and our fee arrangements for our services.

1. **Scope of Engagement.** We will provide the City with legal advice relating to compliance with the California Environmental Quality Act and related land use laws for the City's updated General Plan, including legal review of the Draft and Final EIRs and related CEQA documentation for the General Plan. We will also attend City Planning Commission and Council Meetings, as needed, but, at a minimum, two (2) Planning Commission Meetings and two (2) City Council Meetings or any combination thereof. Our work on this matter shall not exceed \$15,000. The scope of this engagement may be extended to other matters if confirmed in writing. A writing confirming an agreement to provide legal services to you on other specified matters shall bring such services within the scope of the terms set forth in this letter.

2. **Fees and Personnel.** We shall bill you \$265 per hour for partners/of counsel, \$225 per hour for associates, and \$115 per hour for paralegals/legal assistants. These rates represent the maximum we will charge for our work, but we may charge lesser rates or "no charge" some time, as a matter of billing judgment. Hourly rates are subject to reasonable annual adjustments. Travel time shall be billed at fifty percent of our normal rates.

3. **Disbursements and Expenses.** In addition to hourly fees, we may incur out-of-pocket expenses from outside vendors related to your representation, which we will pass on to the City. We do not bill for in-house copy or fax costs or other overhead.

4. **Billing and Payment Responsibilities.** We will send monthly statements that are due within 30 days of receipt. If you have any questions about an invoice, please feel free to call or to email me at rick@jarvisfay.com



Phaedra A. Norton  
November 7, 2011  
Page 3

To accept this letter of engagement, please sign it below. Enclosed is an additional copy of this letter which the City should retain for its records. Thank you for allowing us the opportunity to serve as the City's lawyers.

Very truly yours,

JARVIS, FAY, DOPORTO & GIBSON, LLP



Rick W. Jarvis

These terms are accepted and agreed  
to as of the date of this letter.



Phaedra A. Norton  
City Attorney, City of Turlock

OMB Approval No. 2501-0017  
(Exp. 03/31/2011)

### Smart Valley Places Detailed Budget Worksheet (June 20, 2012)

Name and Address of Applicant: **City of Turlock - Planning Division**  
 156 S. Broadway, Suite 120  
 Turlock, CA 95380-5454  
 Contact: Debra Whitmore, Deputy Director/Planning Division  
 (209) 668-5640

Public reporting burden for this collection of information is estimated to average 3 hours 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to provide it, unless it displays a currently valid OMB control number. Information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. Response to this request for information is required in order to receive the benefits to be derived. The information requested does not lend itself to confidentiality.

Category		Detailed Description of Budget (for full grant period)									
Position or Individual	Estimated Hours	Rate per Hour	Estimated Cost	HUD Share	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
<b>1. Personnel (Direct Labor)</b>											
<i>Deputy Director of Development Services/Planning</i>	1,040	\$75.39	\$78,406	\$78,406							
<i>Senior Planner</i>	300	\$48.69	\$14,607	\$14,607							
<i>Assistant Planner</i>	150	\$36.26	\$5,439	\$5,439							
<i>Planning Technician</i>	100	\$34.09	\$3,409	\$3,409							
<i>Staff Services Technician</i>	105	\$27.84	\$2,923	\$2,923							
<i>City Attorney</i>	60	\$102.77	\$6,166	\$6,166							
<i>Senior Accountant</i>	25	\$56.58	\$1,415	\$1,415							
<b>Total Direct Labor Cost</b>			<b>\$112,365</b>	<b>\$112,365</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>2. Fringe Benefits</b>											
<i>Deputy Director of Development Services/Planning</i>	1,040	Base \$39.96	\$41,558	\$41,558							
<i>Senior Planner</i>	300	\$25.32	\$7,596	\$7,596							
<i>Assistant Planner</i>	150	\$18.86	\$2,829	\$2,829							
<i>Associate Planner</i>	100	\$17.73	\$1,773	\$1,773							
<i>Staff Services Technician</i>	105	\$14.48	\$1,520	\$1,520							
<i>City Attorney</i>	60	\$56.00	\$3,360	\$3,360							
<i>Senior Accountant</i>	25	\$23.72	\$593	\$593							
<b>Total Fringe Benefits Cost</b>			<b>\$59,229</b>	<b>\$59,229</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>3. Travel</b>											
<b>3a. Transportation - Local Private Vehicle</b>											
	Mileage	Rate per Mile	Estimated Cost	HUD Share	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Trans - Local Private Vehicle</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

Form HUD-424-CBW (2/2003)



Smart Valley Places Detailed Budget Worksheet

Detailed Description of Budget										
5. Supplies and Materials (Items under \$5,000 Depreciated Value)										
	Quantity	Unit Cost	Estimated Cost	HUD Share	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
5a. Consumable Supplies										
Printing and Publication Costs	1	\$5,330	\$5,330	\$5,330						
Office Supplies	1	\$2,926	\$2,926	\$2,926						
Public Meeting Room Rental	2	\$75	\$150	\$150						
			\$0							
			\$0							
			\$0							
Subtotal - Consumable Supplies			\$8,406	\$8,406	\$0	\$0	\$0	\$0	\$0	\$0
5b. Non-Consumable Materials										
	Quantity	Unit Cost	Estimated Cost	HUD Share	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$0							
			\$0							
			\$0							
			\$0							
			\$0							
Subtotal - Non-Consumable Materials			\$0							
Total Supplies and Materials Cost			\$8,406	\$8,406	\$0	\$0	\$0	\$0	\$0	\$0
6. Consultants (Type)										
Dyett and Bhafia Regional Planners	Days	Rate per Day	Estimated Cost	HUD Share	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$200,000					\$200,000.00		
			\$0							
			\$0							
			\$0							
			\$0							
Total Consultants Cost			\$200,000					\$200,000		
7. Contracts and Sub-Grantees (List Individually)										
Legal Peer Review of Draft EIR	Quantity	Unit Cost	Estimated Cost	HUD Share	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	1	\$20,000	\$20,000	\$20,000						
			\$0							
			\$0							
			\$0							
Total Subcontracts Cost			\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0

form HUD-424-CBW (2/2003)

Smart Valley Places Detailed Budget Worksheet

Detailed Description of Budget										
8. Construction Costs										
	Quantity	Unit Cost	Estimated Cost	HUD Share	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
8a. Administrative and legal expenses			\$0							
			\$0							
			\$0							
			\$0							
Subtotal - Administrative and legal expenses			\$0							
8b. Land, structures, rights-of way, appraisal, etc			\$0							
			\$0							
			\$0							
			\$0							
Subtotal - Land, structures, rights-of way, ...			\$0							
8c. Relocation expenses and payments			\$0							
			\$0							
			\$0							
			\$0							
Subtotal - Relocation expenses and payments			\$0							
8d. Architectural and engineering fees			\$0							
			\$0							
			\$0							
			\$0							
Subtotal - Architectural and engineering fees			\$0							
8e. Other architectural and engineering fees			\$0							
			\$0							
			\$0							
			\$0							
Subtotal - Other architectural and engineering fees			\$0							

4 form HUD-424-CBW (2/2003)

**Smart Valley Places Detailed Budget Worksheet**  
**Detailed Description of Budget**

	Quantity	Unit Cost	Estimated Cost	HUD Share	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>8f. Project Inspection fees</b>			\$0							
			\$0							
			\$0							
<b>Subtotal - Project Inspection fees</b>			\$0							
<b>8g. Site work</b>			\$0							
			\$0							
			\$0							
<b>Subtotal - Site work</b>			\$0							
<b>8h. Demolition and removal</b>			\$0							
			\$0							
			\$0							
<b>Subtotal - Demolition and removal</b>			\$0							
<b>8i. Construction</b>			\$0							
			\$0							
			\$0							
<b>Subtotal - Construction</b>			\$0							
<b>8j. Equipment</b>			\$0							
			\$0							
			\$0							
<b>Subtotal - Equipment</b>			\$0							
<b>8k. Contingencies</b>			\$0							
			\$0							
			\$0							
<b>Subtotal - Contingencies</b>			\$0							
<b>8l. Miscellaneous</b>			\$0							
			\$0							
			\$0							
<b>Subtotal - Miscellaneous</b>			\$0							
<b>Total Construction Costs</b>			\$0							

5  
 form HUD-424-CBW (2/2003)





## Council Synopsis

August 28, 2012

57

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

Prepared by: Debra A. Whitmore, Deputy Director of Development  
Services/Planning

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Appropriating \$8,814.13 of unspent funds from Fiscal Year 2011-12 to Fiscal Year 2012-13 account number 305-40-442.43270 "General Plan Update" from Fund 305 "Capital Facilities Fees – Administration" Reserve Balance

### 2. DISCUSSION OF ISSUE:

The budget amendment is required to appropriate unspent funds from the same account to the Fiscal Year 2012-13 budget. In preparing the Fiscal Year 2012-13 budget, staff over-estimated the amount of the expenses that would be incurred in Fiscal Year 2011-12. This is a housekeeping item. Adding \$8,814.13 to account number 305-40-442.43270 "General Plan Update" will bring the total to \$193,841.13 which is the amount remaining in the original contract approved by the City Council for Dyett and Bhatia on September 24, 2008.

### 3. BASIS FOR RECOMMENDATION:

The General Plan provides the overall policy framework and implementation program that will guide growth of the City over the next twenty years. In order to properly analyze the impacts of the proposed plan and adequately evaluate potential strategies to avoid and minimize environmental effects, the City must prepare a General Plan document, an Environmental Impact Report and conduct a public review process prior to approving the document. The Dyett and Bhatia contract also includes an update to the City's Capital Facility Fee which will follow adoption of the General Plan Update.

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

**Goals:** b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

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

**Goals:**

- a. Ensure all growth adds value to the current and future community
- b. Continue use of Specific and Master Plans
- c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)
- d. Provide for housing diversity
  - i. Include affordable housing
- e. Create long-term, value-added plan for In-fill
- f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development
- g. Coordinate with various agencies on the planning and implementation of the South County Corridor

**Action:** *Council*

- a. General Plan adoption

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

**Fiscal Impact:** The project is currently on schedule and within budget. No change is proposed in the amount of the contract. The appropriation is necessary to capture unspent funds from the previous fiscal year that were approved in last year's budget and in the current contract with Dyett and Bhatia.

**Budget Amendment:** A budget amendment is required to increase the account number 305-40-442.43270 "General Plan Update" from \$185,000 to \$193,841.13 which is the amount remaining in the approved contract with Dyett and Bhatia to prepare the General Plan Update, its Environmental Impact Report, and the Capital Facility Fee Update.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

This action does not constitute a "project" under the California Environmental Quality Act.

**7. ALTERNATIVES:**

- A. The City Council may decide not to approve the budget amendment. Staff does not advise this option as the Council has already approved the contract for this amount.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2012-  
\$8,814.13 OF UNSPENT FUNDS FROM }  
FISCAL YEAR 2011-12 TO FY 2012-13 }  
ACCOUNT NUMBER 305-40-442.43270 }  
"GENERAL PLAN UPDATE" FROM FUND }  
305 "CAPITAL FACILITIES FEES – }  
ADMINISTRATION" RESERVE BALANCE }  
\_\_\_\_\_ }

**WHEREAS**, state law requires a city to periodically update its General Plan to bring the Plan into compliance with current statutory and regulatory requirements, and to ensure the impacts of new development are adequately addressed through the preparation of an environmental impact report; and

**WHEREAS**, the Office of Planning and Research has notified the Attorney General that the City of Turlock General Plan has not been comprehensively revised in over ten years (the last comprehensive update of the Turlock General Plan was in 1993); and

**WHEREAS**, on August 26, 2008 the City Council approved the award of the General Plan Update contract to Dyett & Bhatia in the amount of \$1,242,470.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve an amendment to the Fiscal Year 2012-13 Budget to appropriate unspent funds from Fiscal Year 2011-12 of \$8,814.13 to Account Number 305-40-442.43270 "General Plan Update" from Fund 305 "Capital Facilities Fees – Administration" reserve balance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

55

August 28, 2012

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From: Roy W. Wasden, City Manager  
Prepared by: Maryn Pitt, Interim Airport Manager  
Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving a land and facilities lease rate schedule for the Turlock Municipal Airport for the period of July 1, 2012 through June 30, 2014 and authorizing the City Manager to execute any related documents

### 2. BACKGROUND:

When airport owners or sponsors, planning agencies, or other organizations accept funds from Federal Aviation Administration (FAA) administered airport financial assistance programs, they must agree to certain obligations (or assurances). These obligations require the recipients to maintain and operate their facilities safely and efficiently and in accordance with specified conditions. Specifically, within the twenty three Grant Assurances, the FAA requires that airports make efforts to be economically viable and self-sustaining. It states that the Airport Sponsor and its agents will:

*"maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport."*

Currently, there are over 70 aircraft based at the Turlock Municipal Airport. The City has a facilities management agreement with the Turlock Regional Aviation Association (TRAA) a non profit association, for the operation of the airport in which the City turned all oversight and monitoring over to the TRAA.

### 3. BASIS FOR RECOMMENDATION:

Within the responsibilities and obligations of an Airport Sponsor, Sponsor's Leasing Objectives, the FAA guidance asserts that the every airport sponsor shall do the following:

1. Maximize Airport Revenue
2. Minimize Airport Financial Obligations in Leased Areas
3. Fulfill Customer Service Goals
4. Attract Private Investment instead of Airport Debt

The Turlock Regional Aviation Association has conducted a hangar rent survey as required by the FAA. The hangar rates at the Turlock Municipal Airport were last adjusted April 1, 2010. Ownership of the hangars is a mix of hangars owned by the City of Turlock, and ground leases with private parties owning the associated hangar building. Most of the hangars were developed as follows:

City Owned 1940's – 1950's, Individual Owned Row A 1960's to 1970's, Row B 1980's to 1990's, Row C 2000's, Row D 1990's. , Row E 1970's, Row F 1950's.

Setting a rate for hangars that have reached the end of their initial lease is often done on a rate comparison basis using a rate per square foot per month or per annum. This comparison can include what other similar airports are charging for hangars which they own, and it can include what hangar owners are charging airplane owners for use of their hangars. While these types of rates vary widely, they can be narrowed down based on where the airport is located and the demand or attraction for their respective facilities.

The attached Exhibit A reflects the new monthly and quarterly rates charged for the specific hangars and tie down spaces. These rates reflect a 2.3% increase for tie downs a 3.9% increase for hanger land rent, between 182% and 239% increase for City Owned Hangars and a 162% increase for one commercial hanger space and will remain in effect until June 30, 2014.

#### **Strategic Plan Initiative: Economic Development**

- Goal(s): Create and sustain value added economic development
- Goal(s): Job creation and retention
- Goal(s): Enhance Revenue
- Goal(s): Create diversity of opportunity for business and community development.

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

**Fiscal Impact:** Historically, the annual revenues from the local Turlock Municipal Airport operations have averaged about \$36,000 annually and annual expenses have averaged about \$22,000 annually. These funds are needed to provide grant match dollars to the FAA Airport Improvement Grant Program. The grants require a 10% match of nonfederal dollars.

The Turlock Municipal Airport is eligible for FAA Airport Improvement Program grants as a general aviation airport at the current level of 95 percent of the total project. The most recent prior year (2004-2008) Airport Capital Improvement Plan submitted to the FAA includes \$4.1 million of capital improvements projects for the Airport.

In addition, the State of California provides four financial assistance programs. The first is the Department of Transportation, Division of Aeronautics annual grant of \$10,000; the second allows the California Transportation Commission to allocate funds to match Federal Airport Improvement Program grants for airport and aviation purposes; the third is the acquisition and development grants administered by the State Transportation Improvement Program; and the fourth is the Airport Loan Program.

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

City Manager recommends approval

**6. ENVIRONMENTAL DETERMINATION:**

All agreements, improvements and future use of the airport are subject to compliance with National Environmental Protection Act (NEPA)

**7. ALTERNATIVES:**

The City of Turlock could decide not to approve the new lease rate schedule as presented in Exhibit A. However, since the Turlock Municipal Airport has received more than \$2 million in FAA funds, it is imperative that the City follow the tenants of the grant assurances in order to remain in compliance.

## Turlock Municipal Airport

### Land Lease & Rental Rates- July 1, 2012 - June 6, 2014

		Current Rate	Monthly Rates	Quarterly Rates
	House	Monthly Rates		
A 8	Storage Unit	\$25.65	\$30.00	\$90.00
A 9	Hanger	\$46.20	\$48.00	\$144.00
A 10	Hanger	\$46.20	\$48.00	\$144.00
A 11	Hanger	\$46.20	\$48.00	\$144.00
A 12	Storage Unit	\$25.65	\$30.00	\$90.00
B 1	Hanger	\$46.20	\$48.00	\$144.00
B 2	Hanger	\$46.20	\$48.00	\$144.00
B 3	Hanger	\$46.20	\$48.00	\$144.00
B 4	Hanger	\$46.20	\$48.00	\$144.00
B 5	Hanger	\$46.20	\$48.00	\$144.00
B 6	Hanger	\$46.20	\$48.00	\$144.00
B 7	Hanger	\$46.20	\$48.00	\$144.00
B 8	Hanger	\$46.20	\$48.00	\$144.00
B 9	Hanger	\$46.20	\$48.00	\$144.00
B 10	Hanger	\$46.20	\$48.00	\$144.00
B 11	Hanger	\$46.20	\$48.00	\$144.00
B 12	Hanger	\$46.20	\$48.00	\$144.00
B 13	Hanger	\$46.20	\$48.00	\$144.00
C 1	Hanger	\$46.20	\$48.00	\$144.00
C 2	Hanger	\$46.20	\$48.00	\$144.00
C 3	Hanger	\$46.20	\$48.00	\$144.00
C 4	Hanger	\$46.20	\$48.00	\$144.00
C 5	Hanger	\$46.20	\$48.00	\$144.00
C 6	Vacant Land		\$0.00	\$0.00
D 1	Hanger	\$46.20	\$48.00	\$144.00
D 2	Hanger	\$46.20	\$48.00	\$144.00
D 3	Hanger	\$46.20	\$48.00	\$144.00
D 4	Hanger	\$46.20	\$48.00	\$144.00
D 5	Hanger	\$46.20	\$48.00	\$144.00
D 6	Hanger	\$46.20	\$48.00	\$144.00
D 7	Hanger	\$46.20	\$48.00	\$144.00
E 1	Hanger	\$46.20	\$48.00	\$144.00
E 2	Hanger	\$46.20	\$48.00	\$144.00
E 3	Hanger	\$46.20	\$48.00	\$144.00
E 4	Hanger	\$46.20	\$48.00	\$144.00
E 5	Hanger	\$46.20	\$48.00	\$144.00
E 6	Hanger	\$46.20	\$48.00	\$144.00
F 1	Hanger	\$46.20	\$48.00	\$144.00
F 2	Hanger	\$46.20	\$48.00	\$144.00

F 3	Hanger	\$46.20	\$48.00	\$144.00
F 4	Hanger	\$46.20	\$48.00	\$144.00
F 5	Hanger-TRAA Owned-Land & Hanger	\$148.90	\$160.00	\$480.00
F 6	Hanger	\$46.20	\$48.00	\$144.00
F 7	Hanger	\$46.20	\$48.00	\$144.00
M 1	Hanger-City of Turlock	\$66.75	\$160.00	\$480.00
M 2	Hanger (End)-City of Turlock	\$87.30	\$160.00	\$480.00
M 3	Hanger - City of Turlock	\$66.75	\$160.00	\$480.00
M 4	Hanger (End) - City of Turlock	\$87.30	\$160.00	\$480.00
M 5	Hanger - Aero Vista Inc	\$46.20	\$48.00	\$144.00
M 6	Mercer's Trailer	\$0.00	\$48.00	\$144.00
M 7	Fire House - City of Turlock	\$46.20	\$50.00	
M 8	Shop BLDG-2500 sqft Aero	\$46.20	\$75.00	\$225.00
FB 0	Office - City of Turlock	\$30.80	\$35.00	
SP 6	Tie Down - City of Turlock	\$41.05	\$42.00	\$126.00
SP 7	Tie Down - City of Turlock	\$41.05	\$42.00	\$126.00
SP 8	Tie Down - City of Turlock	\$41.05		
SP 9	Tie Down - City of Turlock	\$41.05	\$42.00	\$126.00
SP 10	Tie Down - City of Turlock	\$41.05		
SP 11	Tie Down - City of Turlock	\$41.05		
SP 12	Tie Down - City of Turlock	\$41.05		
SP 13	Tie Down - City of Turlock	\$41.05		
SP 14	Tie Down - City of Turlock	\$41.05		
SP 15	Tie Down - City of Turlock	\$41.05		
SP 16	Tie Down - City of Turlock	\$41.05		
SP 17	Tie Down - City of Turlock	\$41.05		
SP 18	Tie Down - City of Turlock	\$41.05		
SP 19	Tie Down - City of Turlock	\$41.05		
SP 20	Tie Down - City of Turlock	\$41.05		
SP 21	Tie Down - City of Turlock	\$41.05		
SP 22	Tie Down - City of Turlock	\$41.05		
SP 23	Tie Down - City of Turlock	\$41.05		
SP 25	Tie Down - City of Turlock	\$41.05		
SP 26	Tie Down - City of Turlock	\$41.05		
SP 29				
SP 30				
SP 31				
SP 32				
SP 33				
SP 34				
SP 36				
SP 38	Tie Down - City of Turlock	\$41.05	\$42.00	\$126.00
SP 46				
SP 48				
SP 51	Tie Down - City of Turlock			
SP 52	Tie Down - City of Turlock	\$41.05	\$42.00	\$126.00
SP 53	Tie Down - City of Turlock	\$41.05	\$42.00	\$126.00

SP 54				
SP 56	Tie Down - City of Turlock	\$41.05	\$42.00	\$126.00
TRAA	Trailer		\$0.00	\$0.00
Golden	Land Lease	\$300.00	\$300.00	\$900.00
		<b>Total</b>	<b>3,630.00</b>	<b>\$10,635.00</b>
LT 1	Long Term Parking	\$0.00	\$15.00	\$45.00
LT 2	Long Term Parking	\$0.00	\$15.00	\$45.00
LT 3	Long Term Parking	\$0.00	\$15.00	\$45.00
LT 4	Long Term Parking			
LT 5	Long Term Parking			
LT 6	Long Term Parking			
LT 7	Long Term Parking			
LT 8	Long Term Parking			
LT 9	Long Term Parking			
LT 10	Long Term Parking			
		<b>Total</b>	<b>3,675.00</b>	<b>\$10,770.00</b>

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A LAND }  
AND FACILITIES LEASE RATE }  
SCHEDULE FOR THE TURLOCK }  
MUNICIPAL AIRPORT FOR THE PERIOD }  
OF JULY 1, 2012 THROUGH }  
JUNE 30, 2014 AND AUTHORIZING THE }  
CITY MANAGER TO EXECUTE ANY }  
RELATED DOCUMENTS }  
\_\_\_\_\_}

RESOLUTION NO. 2012-

**WHEREAS**, the City of Turlock serves as the sponsor for the Turlock Municipal Airport and as such must provide oversight and certify compliance with the regulations governing the grants given to the Airport by the Federal Aviation Administration (FAA); and

**WHEREAS**, as the Airport Sponsor, the City of Turlock must comply with the twenty three Grant Assurances which includes that the airport must make efforts to be economically viable and self-sustaining; and

**WHEREAS**, the Turlock Regional Aviation Association has conducted a hangar rent survey as required by the FAA. The hangar rates at the Turlock Municipal Airport were last adjusted April 1, 2010. Ownership of the hangars is a mix of hangars owned by the City of Turlock, and ground leases with private parties owning the associated hangar building; and

**WHEREAS**, the new land lease and facilities lease rate schedule is depicted in Exhibit A and remains in effect from July 1, 2012 through June 30,2014.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve a land and facilities lease rate schedule for the Turlock Municipal Airport for the period of July 1, 2012 through June 30, 2014 and authorizes the City manager to execute any related documents.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

August 28, 2012

5K

From: Dan Madden, Municipal Services Director

Prepared by: Larry Gilley, Utilities Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the sole source procurement of four (4) Flygt brand motors from Shape, Inc. of Stockton, California, in an amount not to exceed \$100,000 from Fund 410-51-534.44030\_039 "Minor Equipment Biotower Pump (Spare)" without compliance to the formal bid process

### 2. DISCUSSION OF ISSUE:

On September 13, 2005, by Resolution No. 2005-174, the City Council approved the sole source procurement of Flygt storm pumps for Municipal Services from Shape, Inc. of Stockton. Turlock Municipal Code Section 2-7-08 (b) (2) allows for the sole source procurement of a commodity.

Flygt pumps are used extensively by the City in many different applications and have proven to be far superior in the operations of the City's collection, and wastewater treatment systems. Staff is again requesting approval of the sole source procurement of four (4) Flygt brand pump motors.

### 3. BASIS FOR RECOMMENDATION:

A) The Municipal Services Regional Water Quality Control Facility is in need of replacing the existing 140 hp pump motors at the Biotower Pump Station with 150 hp pump motors. The five (5) existing pumps have been in service since 2005 and were part of the RWQCF upgrade. The Flygt pump motors have been in service for seven (7) years and the motors have been repaired twice under warranty by Shape, Inc. Shape, Inc. and Staff has done extensive monitoring of the motors and has determined the failure to be excessive heat generated by the existing under powered motors during 100 plus degree temperatures.

B) Shape, Inc. has provided a quote to replace the existing 140 hp motors with the 150 hp motors at a cost of \$22,463 each plus two (2) monitoring units at a cost of \$3,167 each for a total cost of \$96,187. This includes all materials,

labor and a Five (5) year standard warranty (Exhibit A) to convert the existing pumps to the 150 hp units.

- C) Staff has budgeted \$100,000 in the 2012/13 budget to resolve this issue. Municipal Services would purchase four (4) motors this fiscal budget year and the final motor would be budgeted in the 2013/14 fiscal year. Shape, Inc. pricing will be firm for a period of eighteen (18) months. (Exhibit A)
- D) The existing motors can not be relied upon due to the excessive heat they generate; this could cause operational problems with the Biotower Pump Station operation which will affect the treatment process.

**Strategic Plan Initiative:**

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

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

Currently budgeted at line number:

410-51-534.44030\_039 Minor Equipment Biotower Pump (spare)

Fiscal impact to above line number: Not to exceed \$100,000 this includes Two (2) Monitoring units for the motors, the remaining \$3,813 would be for any contingency items.

There is no impact to the General Fund.

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

Recommend Approval

**6. ENVIRONMENTAL DETERMINATION: N/A**

**7. ALTERNATIVES:**

- A) The City Council may choose to deny the purchase. This alternative is not recommended as it may: compromise the reliability of the Biotower Pump Station; increase the risk of the State Water Resource Board violations; and increase maintenance requirements.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
SOLE SOURCE PROCUREMENT OF }  
FOUR (4) FLYGT BRAND MOTORS FROM }  
SHAPE, INC. OF STOCKTON, CALIFORNIA, }  
IN AN AMOUNT NOT TO EXCEED \$100,000 }  
FROM FUND 410-51-534-44030\_039 }  
"MINOR EQUIPMENT BIOTOWER PUMP }  
(SPARE)" WITHOUT COMPLIANCE TO THE }  
FORMAL BID PROCESS }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

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

**WHEREAS**, the Biotower 140 hp pump motors have been replaced twice under warranty since being installed in 2005 and have been determined to be under powered for the application; and

**WHEREAS**, staff has compiled extensive testing to show a 150 hp motor is needed for continued long term operation of the Biotower Pump Station; and

**WHEREAS**, Shape, Inc. has provided a discounted cost to replace the 140 hp motors with 150 hp motors exclusive to the existing Flygt pumps; and

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

**WHEREAS**, funds have been budgeted in the 2012-13 fiscal year to purchase this equipment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the sole source procurement of four (4) Flygt brand motors from Shape, Inc. of Stockton, California, in an amount not to exceed \$100,000 from Fund 410-51-534-44030\_039 "Minor Equipment Biotower Pump (Spare)" without compliance to the formal bid process.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August 2012, by the following votes:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



QUOTATION

PLEASANTON

6600 Koil Center Parkway, Ste. 220
Pleasanton, CA 94566
Phone (925) 485-9720
Fax (925) 485-6085

STOCKTON

119 Val Dervin Parkway #2
Stockton, CA 95206
Phone (209) 234-5909
Fax (209) 234-5913

TO: City of Turlock

BID DATE: 07-30-2012

QUOTE #: 092373, Rev #1

JOB: Replacement Motor

LOCATION: Turlock

ATTN: Larry G.

PHONE:

Fax:

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT
SUBJECT TO CONDITIONS PRINTED ON THE BACK HEREOF,
THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN
STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.

[ ] F.O.B. FACTORY

[ ] F.F.A. TO FIRST DESTINATION

Table with 3 columns: QTY, ITEM, PRICE. Row 1: 1 Flygt CP3356 Motor Upgrade from 675 To 715 Motors, FM Explosion Proof, (2) 30' Power Cables, (1) 30' Pilot Cable, Grommets And O-rings. Flygt Fairfield Branch Will Include Needed Labor To Exchange Motors. Standard 5-Year Prorated Warranty To Apply To New Motors. Price: \$20,920.00. Row 2: 1 Optional; MAS 711 Monitor, Will Include Current Transformer, Memory Chip And Additional Motor Sensors. This Replaces The Older CAS Unit. (Includes MRM-01 Relay Module) Price: \$2,950.00. Includes a notes section with 6 items.

SHAPE INC.

Richard Horst

Richard Horst

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS.

Rev. 01/98

See attached page for Shape, Inc. terms and conditions



# Council Synopsis

5L

August 28, 2012

From: Dan Madden, Director of Municipal Services

Prepared by: Dawn Corbett, Staff Services Assistant / Michael Cooke,  
Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$23,476 (Fund 302) for City Project No. 10-30, "Streetlight Induction Lamp Replacement/Retrofit," bringing the contract total to \$589,766

Motion: Accepting improvements for City Project No. 10-30, "Streetlight Induction Lamp Replacement/Retrofit," and authorizing the City Engineer to file a Notice of Completion

## 2. DISCUSSION OF ISSUE:

On May 12, 2009, the City Council adopted Resolution 2009-076 directing Staff to submit an application for funds from the "Energy Efficiency and Conservation Block Grant Program (EECBG)." The program is administered by the Federal Department of Energy and is part of the American Recovery and Reinvestment Act (ARRA).

The grant funds were used to retrofit street lighting with more energy-efficient, induction lamps, primarily on streets south of Monte Vista Avenue. It was anticipated that the awarded amount of \$643,100 would be sufficient to retrofit 1,800 streetlights, i.e. most of the non-assessment district funded streetlights within the City's jurisdiction. On June 8, 2010, a contract in the amount of \$566,290 was awarded to Republic ITS, Inc. of Novato, California for the replacement of 1,800 streetlights with energy-efficient induction lamps.

Change Order History	Amount	City Council Meeting
Original Contract	\$566,290	June 8, 2010
Change Order No. 1 (final)	\$23,476	August 28, 2012
Adjusted Contract Total	\$589,766	

Due to the competitive bid from Republic ITS, the final quantities were increased to maximize the use of the grant funds thereby allowing more streetlights to be replaced.

Change order No. 1 (Final) includes:

The installation of an additional two hundred twelve (212) induction streetlights.

All contract work has been completed in accordance with the project plans and specifications. This final change order constitutes the request of a motion to file a notice of completion.

**3. BASIS FOR RECOMMENDATION:**

- A) City Policy states 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 quantities were increased to match the amount of grant funding the City received from the "Energy Efficiency and Conservation Block Grant (EECBG) Program."

**Strategic Plan Initiative B. FISCAL RESPONSIBILITY**

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

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

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

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

Funds have been encumbered in line item number 302-40-420.51200 and are available for contingencies such as this Contract Change Order No. 1 (Final). The original contract amount of \$566,290 will be increased in the amount of \$23,476, bringing the total contract to \$589,766.

**Note:** The City received a grant in the amount of \$643,100 to fund this project. Remaining grant funds will be used for administration and to purchase a small inventory of induction lights to replace some of the remaining high pressure sodium lamps located throughout the City.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Not approve Change Order No. 1 (Final). This option is not recommended by City Staff because the additional quantities allowed the City to maximize the use of the grant funds, consistent with the terms of the grant.



## CONTRACT CHANGE ORDER

Date issued: August 28, 2012      Change Order No.: 1 (FINAL)  
 Project Name: Streetlight Induction Lamp Replacement/Retrofit

Republic ITS  
 371 Bel Marin Keys Blvd Ste 200  
 Novato, CA 94949

Project No.: 10-30  
 Contract For: \$566,290.00  
 Contract Award Date: June 8, 2010

*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. Actual Amount Paid to Contractor for Bid Items (See Attached)	-	-	-	\$526,696.00
Contractor's Bid Amount for Bid Items	-	-	-	\$566,290.00
<b>Subtotal of Difference</b>				<b>(\$39,594.00)</b>
Various Streetlights with Induction	EA	212	\$297.50	\$63,070.00
<b>Total this CCO=</b>				<b>\$23,476.00</b>
<i>The original contract sum =</i>				<b>\$566,290.00</b>
<i>Net change by previous change orders =</i>				<b>\$0.00</b>
<i>(increased)</i>				<b>\$23,476.00</b>
<i>The new contract sum including this change order will be =</i>				<b>\$589,766.00</b>
<i>The contract time will be changed by (0) working days. The scheduled completion date is unchanged.</i>				

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

Recommended: \_\_\_\_\_ Date: \_\_\_\_\_  
                   Michael Cooke, Regulatory Affairs Manager

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

# CITY OF TURLOCK

## FINAL QUANTITIES

Streetlight Induction Lamp Replacement/Retrofit

Project No. 10-30

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Replace 100 watt HPS with 50 watt	EA	\$285.00	314.00	\$89,490.00	550.00	\$156,750.00	(\$67,260.00)
2	Replace 150 watt HPS with 80 watt	EA	\$290.00	943.00	\$273,470.00	770.00	\$223,300.00	\$50,170.00
3	Replace 250 watt HPS with 135 watt	EA	\$388.00	422.00	\$163,736.00	480.00	\$186,240.00	(\$22,504.00)
4		0	\$0.00	0.00	\$0.00	1.00	\$0.00	\$0.00
5		0	\$0.00	0.00	\$0.00	1.00	\$0.00	\$0.00
6		0	\$0.00	0.00	\$0.00	1.00	\$0.00	\$0.00
7		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
8		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
9		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
10		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
11		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
12		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
13		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
14		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
15		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
16		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
17		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
18		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
19		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
20		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
21		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
22		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
23		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
24		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
25		0	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
<b>SUB-TOTAL CONTRACT ITEMS =</b>					<b>\$526,696.00</b>		<b>\$566,290.00</b>	<b>(\$39,594.00)</b>
<b>CHANGE ORDERS</b>								
C.O.#								
1	Various Streetlights with Induction	EA	\$297.50	212	\$63,070.00			\$63,070.00
<b>SUB-TOTAL CHANGE ORDER ITEMS =</b>					<b>\$63,070.00</b>		<b>\$0.00</b>	<b>\$63,070.00</b>
<b>TOTAL PROJECT =</b>					<b>\$589,766.00</b>		<b>\$566,290.00</b>	<b>\$23,476.00</b>

**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. 10-30  
STREETLIGHT INDUCTION LAMP REPLACEMENT/RETROFIT**

Notice is hereby given that work on the above-referenced project, at various locations within the City of Turlock, was completed by the undersigned agency on August 28, 2012. The contractor of work was Republic ITS, 371 Bel Marin Keys Blvd Ste 200, Novato, California 94949, 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 August 29, 2012 at Turlock, California, Stanislaus County



**CONTRACT  
CHANGE ORDER  
AUTHORIZATION  
FORM**

**PROJECT INFORMATION**

Republic ITS  
371 Bel Marin Keys Blvd Ste 200  
Novato, CA 94949  
415.884.3000

Project Name: Streetlight Induction Lamp Replacement/Retrofit  
Project No.: 10-30  
Awarded on: June 8, 2010  
Original Contract Amount: \$566,290.00  
Increase to contract: \$23,476.00  
Increase percentage: 4.1%  
New Contract Total: \$589,766.00

Change Order No. 1

Description of change order:  
\$23,476.00 = an additional 212 induction lights installed.

**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: \_\_\_\_\_

5M



**Council  
Synopsis**

**August 28, 2012**

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving the agreement renewal between the City of Turlock and Independent Contractor (Dragon Sports) to offer youth self-defense classes

**2. DISCUSSION OF ISSUE:**

The City of Turlock and Dragon Sports, intend to work together to implement youth self defense classes for the year August 2012 to August 2013. This program is designed to teach children ages 4 – 15 the fundamentals and skills of self defense. All program activities will take place at City of Turlock facilities. This is a renewal of a current contract between the City of Turlock and Dragon Sports.

**3. BASIS FOR RECOMMENDATION:**

To ensure the City and Dragon Sports are adequately shielded from risk and liability, staff thoroughly evaluated the impacts of entering into an Independent Contract with Dragon Sports. In order to contract with the City of Turlock, Dragon Sports will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, fingerprinting and financial management, all of which are detailed in the contract. Staff will work closely with Dragon Sports to ensure all requirements are maintained for the life of the contract.

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

**Goal(s):** b-ii Support the community's youth by providing quality after school opportunities

b-iv Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources

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

At the conclusion of the program, the City of Turlock will pay Dragon Sports 60% of net program fees and include a detailed report that includes date, location and session that is being paid. The City of Turlock will retain 40% of the net revenue, plus \$6.00 administrative fee per registration received for the program. No additional monies are required for this program.

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

Recommend approval

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Council could choose not to enter into a Contract with Dragon Sports to provide youth self defense classes. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.



**AGREEMENT FOR SPECIAL SERVICES**  
between  
**CITY OF TURLOCK**  
and  
**DRAGON SPORTS**  
for  
**Youth Self Defense Classes**  
CONTRACT NO. 12-041

**THIS AGREEMENT** is made this 28<sup>th</sup> day of August, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **DRAGON SPORTS**, a youth self defense provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, in accordance with California Government Code §37103, CITY has a need for youth self defense classes; and

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

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

1. **SCOPE OF WORK:** INDEPENDENT CONTRACTOR shall furnish all labor, equipment, materials and process, implements, and tools, 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. INDEPENDENT CONTRACTOR shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this agreement shall be fingerprinted by CITY prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY.

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

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed

OK for signature  
*AM*

twelve thousand and no/100<sup>ths</sup> Dollars (\$12,000). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. INDEPENDENT CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay INDEPENDENT CONTRACTOR 60% minus participation fee of \$6.00, and include a program report that includes the date, location and services that INDEPENDENT CONTRACTOR is being paid for.

(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 after program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

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

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning August 28, 2012 and ending August 27, 2013, subject to CITY's availability of funds.

**6. INSURANCE:** INDEPENDENT CONTRACTOR shall not commence work under this Agreement until INDEPENDENT CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall INDEPENDENT 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. INDEPENDENT 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 INDEPENDENT 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) Errors and Omissions/Professional Liability Insurance.

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

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

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

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident or 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) INDEPENDENT CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of INDEPENDENT CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of INDEPENDENT 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 INDEPENDENT CONTRACTOR 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, INDEPENDENT CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of INDEPENDENT CONTRACTOR's insurance and shall not contribute with it.

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

(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: INDEPENDENT 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, INDEPENDENT CONTRACTOR hereby agrees to waive subrogation which any insurer of INDEPENDENT CONTRACTOR may acquire from INDEPENDENT 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 INDEPENDENT CONTRACTOR, its agents, employees, independent contractors and subcontractors. INDEPENDENT CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

**7. INDEMNIFICATION:** INDEPENDENT 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 INDEPENDENT CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

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

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

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

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

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

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

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

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

**10. TERMINATION OF STATED EVENT:**

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

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

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

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

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

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

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

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

**11. CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

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

pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, INDEPENDENT CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

**16. OWNERSHIP OF DOCUMENTS:** Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, 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 INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

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

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

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

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

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

**21. 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.

**22. 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.

**23. 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 INDEPENDENT CONTRACTOR's charges to CITY under this Agreement.

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

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

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

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

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

**28. DRIVERS LICENSE:** INDEPENDENT CONTRACTOR will have a valid California Driver's License.

**29. TAXPAYER IDENTIFICATION NUMBER** INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

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

**31. RECORD INSPECTION AND AUDIT:** INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

**33. RIGHT TO UTILIZE OTHERS** CITY reserves the right to utilize other to perform work similar to the services provided hereunder

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

**35. 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  
INDEPENDENT  
CONTRACTOR:

DRAGON SPORTS  
ATTN: TROY EDWARDS  
PO BOX 335  
DENAIR CA 95316  
PHONE: (209) 605-1529  
FAX: N/A

For CITY:

CITY OF TURLOCK  
ATTN: ALLISON VAN GUILDER  
PARKS, RECREATION & PUBLIC FACILITIES DIVISION  
144 S. BROADWAY  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5599 Ext. 4601  
FAX: (209) 668-5619

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

**CITY OF TURLOCK, a municipal corporation**

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

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

**DRAGON SPORTS**

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

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

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **PERFORMANCE OF DUTIES**

**INDEPENDENT CONTRACTOR** agrees to provide various Youth Self Defense classes to participants 5 to 15 years, to the sole reasonable satisfaction of the City of Turlock Parks Recreation and Public Facilities Manager or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

#### **COMPENSATION**

**INDEPENDENT CONTRACTOR** will be paid at 60% of registration fees minus a \$6.00 per participant administrative fee to be kept by City of Turlock for registration purposes. The City of Turlock Parks Recreation and Public Facilities Division will pay **INDEPENDENT CONTRACTOR** from registrations received for each class session. Compensation will not exceed twelve thousand dollars (\$12,000) for the duration of this agreement. **INDEPENDENT CONTRACTOR** will be paid within six weeks of registration closure.

#### **SUBCONTRACTORS**

In the event an **INDEPENDENT CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, the class will be canceled and a make up class added to the end of the session. **INDEPENDENT CONTRACTOR** will be responsible for notifying the students of the cancellation.

#### **SUPERVISION**

**INDEPENDENT CONTRACTOR** agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

#### **FACILITY**

**INDEPENDENT CONTRACTOR** agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

#### **CONDUCT**

**INDEPENDENT CONTRACTOR** understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this agreement.

#### **COORDINATION OF WORK**

**INDEPENDENT CONTRACTOR** agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks and Recreation Manager or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

**WAIVER OF  
INSURANCE PROVISIONS  
in Contract No. 12-041  
between  
THE CITY OF TURLOCK  
and  
DRAGON SPORTS**

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. **Workers' Compensation Insurance**  
Troy Edwards is the sole proprietor of Dragon Sports and has no employees.
2. **Automobile Liability Insurance**  
Troy Edwards will not be using an automobile as part of his work or service under this Agreement.

Dated: August 28, 2012

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Troy Edwards, Owner  
Dragon Sports

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



## Council Synopsis

5N

August 28, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Robert A. Jackson, Chief of Police

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Appropriating in Fiscal Year 2011-12, \$53,979 to account number 266-20-255-345.43135\_001 "OTS Avoid Grant Allied Agencies," to be funded by a transfer from the General Fund - Police Services-Patrol budget as a result of salary savings in the Police Department's Field Operations Division

### 2. DISCUSSION OF ISSUE:

The Turlock Police Department serves as the host agency for a regional effort in Stanislaus County to reduce alcohol-involved fatalities and injuries and raise general public awareness regarding the problems associated with drinking and driving. An Office of Traffic Safety grant was awarded in an amount not to exceed \$603,068.00 for the period covering October 1, 2008 through January 31, 2012. This project is known as the "Avoid the 12 DUI Campaign – Stanislaus County".

Participating agencies include police departments from the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank and Waterford, Stanislaus County Sheriff's Department, Stanislaus County Probation Department, California State University – Stanislaus Police Department, California Alcohol Beverage Control, and California Highway Patrol. Activities include DUI checkpoints, DUI saturation patrols, DUI task force operations and warrant/court sting operations for repeat DUI offenders.

Throughout the 2011 calendar year, the Modesto Police Department committed officers to activities of the Avoid the 12 DUI Campaign. Invoices for the officers' time were not submitted in a timely manner and were, therefore, not accounted for in the calculation of remaining grant funds.

On September 28, 2011, the Turlock Police Department received invoices from the Modesto Police Department for officers' activities ranging in date from May 27, 2011, through September 4, 2011. The total amount due for the activities within that date range equaled \$53,978.68. When these invoices were received,

grant funds had already been expended and the remaining balance of the grant did not cover the invoiced amount. Attempts to negotiate the amount due at this point with Modesto Police Department have been unsuccessful.

Internal accountability processes have been implemented to prevent reoccurrence.

**3. BASIS FOR RECOMMENDATION:**

- A. City council authorization is required for the appropriation of funds from the previous fiscal year.
- B. Staff recognizes that Modesto Police Officers performed work associated with the Avoid the 12 DUI Campaign and that the Modesto Police Department has not been reimbursed for such expenses. Despite the delay in invoices, the work performed should be reimbursed. Grant funds have been exhausted. Salary savings exist in FY11-12 to pay the outstanding invoices.

**Strategic Plan Initiative:**

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

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

- A. Salary savings exists in the Field Operations Division 2011-12 fiscal year and will fund the transfer from the General Fund to cover the total amount due.
- B. Appropriations:
  - 266-20-255-345.43135\_001 "OTS Avoid Grant Allied Agencies - \$53,979
  - 110-20-210.41001"Full Time Salaries" – (\$53,979)
  - 266-20-255-345.38001\_163 "Transfer from 110-20-210 OTS Avoid Grant" - \$53,979
  - 110-20-210.38001\_163 "Transfer to 266-20-255-345 "OTS Avoid Grant" - \$53,979

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

Recommend approval

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. City Council could deny the payment of the invoiced amount
- B. City Council could authorize the payment of a lesser amount

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING IN }  
FISCAL YEAR 2011-12, \$53,979 TO }  
ACCOUNT NUMBER }  
266-20-255-345.43135\_001 "OTS AVOID }  
GRANT ALLIED AGENCIES" TO BE }  
FUNDED BY A TRANSFER FROM THE }  
GENERAL FUND - POLICE SERVICES- }  
PATROL BUDGET, AS A RESULT OF }  
SALARY SAVINGS IN THE POLICE }  
DEPARTMENT'S FIELD OPERATIONS }  
DIVISION }

RESOLUTION NO. 2012-

**WHEREAS**, The Turlock Police Department serves as the host agency for a regional effort in Stanislaus County to reduce alcohol-related fatalities and injuries and raise general public awareness regarding the problems associated with drinking and driving; and

**WHEREAS**, an Office of Traffic Safety grant was awarded in an amount not to exceed \$603,068.00 for the period covering October 1, 2008, through January 31, 2012; and

**WHEREAS**, Throughout the 2011 calendar year, the Modesto Police Department committed officers to activities of the regional effort and invoices for the officers' time were not submitted in a timely manner and were, therefore, not accounted for in the calculation of remaining grant funds; and

**WHEREAS**, on September 28, 2011, the Turlock Police Department received invoices from the Modesto Police Department for officers' activities ranging in date from May 27, 2011, through September 4, 2011. The total amount due for the activities within that date range equaled \$53,978.68; and

**WHEREAS**, when these invoices were received, grant funds had already been expended and the remaining balance of the grant did not cover the invoiced amount; and

**WHEREAS**, salary savings exists in the Field Operations Division of the Turlock Police Department for fiscal year 2011-12 to cover the total amount due.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the following appropriations in fiscal year 2011-12, for the transfer of salary savings to cover the amount due to the Modesto Police Department for officers' activities in this grant:

266-20-255-345.43135\_001 "OTS Avoid Grant Allied Agencies - \$53,979  
110-20-210.41001"Full Time Salaries" – (\$53,979)  
266-20-255-345.38001\_163 "Transfer from 110-20-210 OTS Avoid Grant" -  
\$53,979  
110-20-210.38001\_163 "Transfer to 266-20-255-345 "OTS Avoid Grant" -  
\$53,979

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

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



## Council Synopsis

50

August 28, 2012

From: Roy W. Wasden, City Manager

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into a contract with the Central San Joaquin Valley Risk Management Authority for Crime Shield Coverage for Fiscal Year 2012-13

### 2. DISCUSSION OF ISSUE:

The Turlock Municipal Code requires the City of Turlock to execute corporate surety bonds for designated officials (City Clerk, City Manager, City Treasurer, Director of Finance) and a master official bond.

The Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a joint powers authority of 54 cities that currently provides us with general liability coverage for civil liabilities to persons, other than employees of the City, because of bodily injury or property damage experienced by that person. They also provide the Employees Assistance Program.

### 3. BASIS FOR RECOMMENDATION:

We procured a quote from the CSJVRMA for Crime Shield Coverage. We currently have fidelity bond coverage for our Public Officials and master bond coverage of all employees for dishonesty through another company at a cost of \$3,447. The quote we received from the CSJVRMA is for a Crime Shield Program which provides more coverage at a lower annual premium rate of \$2,159. There are no penalties associated with terminating coverage with the current carrier of the fidelity bonds.

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

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

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

**Fiscal Impact**

Currently budgeted in 110-10-112.43100\_002 "Insurance – Public Officials".

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N. A.

**7. ALTERNATIVES:**

Continue current fidelity bond coverage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }  
APPROVAL TO ENTER INTO A CONTRACT }  
WITH THE CENTRAL SAN JOAQUIN VALLEY }  
RISK MANAGEMENT AUTHORITY FOR }  
CRIME SHIELD COVERAGE FOR FISCAL }  
YEAR 2012-13 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the City of Turlock is required to execute corporate surety bonds for designated officials (City Clerk, City Manager, City Treasurer, Director of Finance) and a Master official bond; and

**WHEREAS**, the City has sought responsible contracts to provide such services and recommends the City Council's approval to enter in to a contract for the following insurance program:

- a) Government Crime Policy

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the City Manager to execute a contract to provide Crime Shield Coverage for Fiscal Year 2012-13 with the Central San Joaquin Valley Risk Management Authority.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August, 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

**ALLIANT CRIME INSURANCE PROGRAM  
2012-2013 INSURANCE PROPOSAL**

**INSURER:** National Union Fire Insurance Company of Pittsburgh, PA  
(Chartis)

**\*A.M. BEST'S GUIDE RATING:** A, Excellent; Financial Size Category 15; \$2,000,000,000 or  
*(VERIFIED JANUARY 27, 2012)* Greater

**\*STANDARD & POOR'S RATING:** *(VERIFIED A*  
*FEBRUARY 28, 2011)*

**STATE STATUS:** Admitted

**POLICY PERIOD:** July 1, 2012 to July 1, 2013

**EFFECTIVE DATE OF POLICY:** To Be Determined

**COVERAGE:** Government Crime Policy on Discovery form including the following coverages:

- Employee Theft – Per Loss Coverage
- Forgery or Alteration
- Inside the Premises – Theft of Money and Securities
- Inside the Premises – Robbery & Safe Burglary of Other Property
- Outside the Premises  
(Money, Securities and Other Property)
- Computer Fraud
- Funds Transfer Fraud
- Money Orders & Counterfeit Money

**EXCLUSIONS (Including but not limited to):**

- Unauthorized disclosure of confidential information
- Governmental Action
- Indirect Loss
- Legal Fees and Expenses
- Nuclear Hazard
- Pollution
- War and Military Action
- Inventory Shortages
- Trading losses
- Accounting or Arithmetical Errors or Omissions
- Exchanges or Purchases
- Fire
- Money Operated Devices
- Motor Vehicles or Equipment and Accessories
- Transfer or Surrender or Property
- Vandalism
- Voluntary Parting of Title to Possession of Property

**ENDORSEMENTS:**

- State Changes
- Additional Named Insured – Endorsement identifies individual member limit and deductible
- Omnibus Named Insured – Coverage extended to all Agencies, Authorities and Districts (including Special Districts) which are governed directly by the governing body of the Named Insured
- Add Faithful Performance of Duty Coverage for Government Employees – Individual Member Limit
- Revision of Discovery and Prior Theft or Dishonesty \$25,000 Sub-Limit
- Cancellation of Policy Amended – 90 Days NOC
- Bonded Employees Exclusion Deleted endorsement
- Add Credit, Debit or Charge Card Forgery
- Include Volunteer Workers as Employees
- Include Specified Non-Compensated Officers as and Any Elected or Appointed Officials Employees (blanket coverage)
- Include Chairperson and Members of Specified Committees as Employees (blanket coverage)
- Include Designated Persons or Classes of Persons as Employees – Any Director or Trustees of any of those named as insured
- Include Treasurers or Tax Collectors as Employees
- Include Expenses Incurred to Establish Amount of Covered Loss - \$75,000 Sub-limit
- Employee Post Termination Coverage – 90 Days
- Cancellation Amendatory (Return Pro-Rata)
- Include Leased Workers as Employees Endorsement
- Notice of Claim Reporting by Email
- Coverage Territory Endorsement (excludes loss payments in violation of economic or trade sanctions)
- Vendor Fraud - \$1,000,000 Limit excess of vendor insurance policy required by contract. If vendor policy is not valid or collectible, this sublimit applies to loss excess of \$500,000. Coverage not applicable if crime insurance is not required in a written agreement
- Subrogation of Faithful Performance of Duty Claims - With respect to losses resulting from the failure of any employee to faithfully perform his or her duties as prescribed by law, the company may subrogate only due to actual fraud, corruption, actual malice, or where the employee or a person or entity was unjustly enriched
- Client's Property - \$250,000 Sublimit with \$25,000 Deductible - NEW



**LIMIT:** \$1,000,000  
**DEDUCTIBLE:** \$2,500 DEDUCTIBLE BUYDOWN  
**PREMIUM:**

**CLAIMS REPORTING PROCEDURE:** Chartis  
Financial Lines Claims  
P.O. Box 25947  
Shawnee Mission, KS 66225  
Phone: 888-602-5246  
Fax: 866-227-1750  
Email: c-claim@chartisinsurance.com

Also Please forward a copy of the loss to:

Alliant Insurance Services, Inc.  
Attn: Robert Frey  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111  
Phone: 415-403-1400  
Fax: 415-403-1466

**SUBJECTIVITY TO BIND:**

- CHARTIS Completed, Signed and Dated Crime Application

**EMPLOYEE COUNT:**

**DATE PREPARED:**

**QUOTE VALID UNTIL:** 7/1/12

**BROKER:** **ALLIANT INSURANCE SERVICES, INC.**  
**NEWPORT BEACH, CALIFORNIA**  
Tom E. Corbett Lisa Meisner  
First Vice President Account Manager

*THIS PROPOSAL IS FOR INFORMATION PURPOSES ONLY AND DOES NOT ALTER THE POLICY IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE, TERMS & CONDITIONS AND EXCLUSIONS.*

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliantinsurance.com](http://www.alliantinsurance.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6<sup>th</sup> Floor, San Diego, CA 92101. Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings. A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com). To learn more about companies doing business in California, visit the California Department of Insurance website at [www.insurance.ca.gov](http://www.insurance.ca.gov)

**ENDORSEMENT# 4**

This endorsement, effective *12:01 am July 1, 2011* forms a part of  
policy number *01-956-52-69*  
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

**SCHEDULE**

Insuring Agreement		Limit Of Insurance	
X	Employee Theft - Per Loss Coverage	\$	PER INSURING AGREEMENT #1
	Employee Theft - Per Employee Coverage	\$	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The following is added to the Employee Theft Insuring Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.

- a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
- b. Damages for which you are legally liable as a result of:
  - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
  - (2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.

**ENDORSEMENT# 4 (Continued)**

This endorsement, effective *12:01 am July 1, 2011* forms a part of  
policy number *01-956-52-69*  
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE*  
*PROGRAM (ACIP) (as endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

3. The Indemnification Condition is replaced by the following:

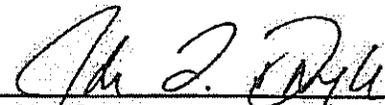
We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

4. Part (l) of the Termination As To Any Employee Condition is replaced by the following:

- (1) As soon as:

- (a) You; or  
(b) Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Insuring Agreement, as amended by this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 7**

This endorsement, effective *12:01 am July 1, 2011* forms a part of  
policy number *01-956-52-69*  
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE*  
*PROGRAM (ACIP) (as endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

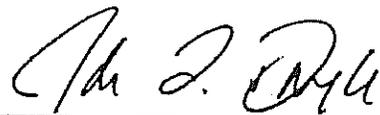
**BONDED EMPLOYEES EXCLUSION DELETED**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME POLICY**

In Section **D. Exclusions**, subparagraph 2., the exclusion entitled **Bonded Employees** is deleted in its entirety.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

© All rights reserved.  
**END 007**

**ENDORSEMENT# 12**

**CRIME AND FIDELITY  
CR 25 41 08 07**  
forms a part of

This endorsement, effective *12:01 am July 1, 2011*  
policy number *01-956-52-69*  
issued to *MEMBERS OF THE ALLIANT CRIME INSURANCE  
PROGRAM (ACIP) (as endorsed)*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
INCLUDE DESIGNATED PERSONS OR CLASSES  
OF PERSONS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

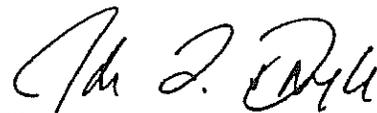
and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

<b>Persons Or Classes Of Persons</b>
<i>ANY DIRECTOR OR TRUSTEE OF ANY OF THOSE NAMED AS INSURED.</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person or group of persons named or described in the Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

**END 012**



AMENDED CLAIM FORM (Please type or print)

RECEIVED JUL 31 2012 5P SOCIAL SERVICES ADMINISTRATIVE SERVICES CITY OF TURLOCK

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: Verna Gaylord

SS#: [redacted] DOB: 10/26/1936 Gender: Male \_\_\_ Female x

Claimant's address: 11225 E. Keyes Road, Denair, CA 95316

Claimant's Telephone Number(s): (209) 632-7605

Address where notices about claim are to be sent, if different from above: Damrell, Nelson, Schrimp, Pallios, Pacher & Silva, 1601 I Street, Fifth Floor, Modesto, CA 95354

Date of incident/accident: 2/4/12

Date injuries, damages, or losses were discovered: 2/4/12

Location of incident/accident: sidewalk at or about 306 E. Main Street, Turlock, CA

What did entity or employee do to cause this loss, damage, or injury? See Attachment

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

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

What specific injuries, damages, or losses did claimant receive? broken arm, broken nose, bruises, abrasions, emotional distress.

(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 :

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 [x] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? Medical expenses, past and future wage loss, general damages

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

Date Signed: 7/17/2012 Signature: [Signature]

If signed by representative: Print Representative's Name David B. Walker, Esq. Telephone (209) 526-3500

Address 1601 I Street, Fifth Floor, Modesto, CA 95354

Relationship to Claimant Attorney

Attachment to Amended Claim Form

What did entity or employee do to cause this loss, damage or injury?

The City of Turlock created a dangerous condition on its sidewalk located at or near 306 E. Main Street by choosing to install brick pavers, a material which is inappropriate for installation as a sidewalk material when installed near a tree. The City further created a dangerous condition on its sidewalk by improperly installing and or maintaining said brick sidewalk pavers such that a large area of said pavers became loose, dislodged, upended and separated, leaving a large gaps between pavers and a large area with an uneven surface within which individual pavers are loose and unstable when walked on and, in many cases, the edges of which, stick up above grade, some an inch or more, presenting a dangerous hazard to persons using the sidewalk with reasonable care and in a reasonably foreseeable manner.

Not only did the City create this dangerous condition, the deteriorated state of these pavers demonstrates that this condition has existed for sufficient time that the City reasonably should have discovered the condition and known it was dangerous.



AMENDED CLAIM FORM (Please type or print)

RECEIVED

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

CITY OF TURLOCK CITY CLERK

CLAIM AGAINST: City of Turlock (Name of Entity)

Claimant's name: Verna Gaylord

SS#: [redacted] DOB: 10/26/1936 Gender: Male \_\_\_ Female X

Claimant's address: 11225 E. Keyes Road, Denair, CA 95316

Claimant's Telephone Number(s): (209) 632-7605

Address where notices about claim are to be sent, if different from above: Damrell, Nelson, Schrimp, Pallios, Pacher & Silva, 1601 I Street, Fifth Floor, Modesto, CA 95354

Date of incident/accident: 2/4/12

Date injuries, damages, or losses were discovered: 2/4/12

Location of incident/accident: sidewalk at or about 306 E. Main Street, Turlock, CA

What did entity or employee do to cause this loss, damage, or injury? See Attachment

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

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

What specific injuries, damages, or losses did claimant receive? broken arm, broken nose, bruises, abrasions, emotional distress.

(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:

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)? Medical expenses, past and future wage loss, general damages

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

Date Signed: July 30, 2012 Signature: David B. Walker

If signed by representative:

Print Representative's Name David B. Walker, Esq. Telephone (209) 526-3500

Address 1601 I Street, Fifth Floor, Modesto, CA 95354

Relationship to Claimant Attorney

Attachment to Amended Claim Form

What did entity or employee do to cause this loss, damage or injury?

The City of Turlock created a dangerous condition on its sidewalk located at or near 306 E. Main Street by choosing to install brick pavers, a material which is inappropriate for installation as a sidewalk material when installed near a tree. The City further created a dangerous condition on its sidewalk by improperly installing and or maintaining said brick sidewalk pavers such that a large area of said pavers became loose, dislodged, upended and separated, leaving a large gaps between pavers and a large area with an uneven surface within which individual pavers are loose and unstable when walked on and, in many cases, the edges of which, stick up above grade, some an inch or more, presenting a dangerous hazard to persons using the sidewalk with reasonable care and in a reasonably foreseeable manner.

Not only did the City create this dangerous condition, the deteriorated state of these pavers demonstrates that this condition has existed for sufficient time that the City reasonably should have discovered the condition and known it was dangerous.



CLAIM FORM  
(Please type or print)

RECEIVED  
50  
AUG - 7 2012  
Office of the  
City Clerk

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 Williams

SS# \_\_\_\_\_ DOB: 8 Dec 1976 Gender: Male  Female

Claimant's address: 651 Wayside Dr #26 Turlock CA

Claimant's Telephone Number(s): 209 812 5912

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

Date of incident/accident: 1 Aug 2012

Date injuries, damages, or losses were discovered: 1 Aug 2012

Location of incident/accident: 651 Wayside Dr #26

What did entity or employee do to cause this loss, damage, or injury? I called police because someone stole my keys. The person who took  
(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)?  
Turlock Police Dept. officer Roton was one

What specific injuries, damages, or losses did claimant receive? loss of household belongings computers, TV, video games ETC  
(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: 9,000

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)? on how much it would cost to replace items  
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 7 Aug 12 Signature: [Signature]

If signed by representative:  
Print Representative's Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_  
Relationship to Claimant \_\_\_\_\_

my keys left. I went outside to see where she was going. When the police arrived they let the person who had my keys then without ever asking me anything took me to jail for being drunk in public. When I came home that day all my belongings were missing. The person who I said had my keys did have them she gave them back to me on 6 Aug 2012. She told me that they didnt ever ask her about the keys then let her go. The officer's name that took me is Roton. He stated he was tired of me calling the police and every time he comes out he will find a reason to take me to jail. He also went into my apartment with out my consent.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE } RESOLUTION NO. 2012-  
GENERAL PLAN LAND USE DIAGRAM }  
[GENERAL PLAN AMENDMENT 2012-01 }  
(O'REILLY AUTO PARTS)] }  
\_\_\_\_\_ }

**WHEREAS**, pursuant to the California Government Code Section 65358(b), a legislative body is allowed to amend a mandatory element of a General Plan no more frequently than four (4) times during any calendar year; and

**WHEREAS**, a General Plan Amendment application (GPA 2012-01) has been filed in the office of the Secretary of the Planning Commission, by O'Reilly Auto Parts, in accordance with the provisions of the Turlock Municipal Code, to amend the land use diagram of the Turlock General Plan from Office to Community Commercial, to allow for the development of a retail auto parts store; and

**WHEREAS**, the property affected by General Plan Amendment 2012-01 is 1144 & 1164 Geer Road described as (Stanislaus County APN 042-22-84 & 85); and

**WHEREAS**, after public hearing held on July 19, 2012, the Planning Commission found and recommended that General Plan Amendment (GPA No. 2012-01) be approved by the City Council of the City of Turlock;

**WHEREAS**, on August 28, 2012, the City Council considered the proposed amendments to the Land Use Diagram of the Turlock General Plan, the Planning Commission recommendations, the Environmental Review documentation, and public testimony.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby find that the report or declaration reflects the independent judgment of the lead agency and that the project will not have a significant effect on the environment and hereby adopts the Mitigated Negative Declaration and the Mitigation Monitoring and Report Program ("Checklist"), and further directs that a Notice of Determination be filed; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Turlock does hereby adopt General Plan Amendment 2012-01 (O'Reilly Auto Parts) having determined that the evidence in the record supports the following findings:

**FINDINGS:**

1. That the proposed General Plan amendments conform to the provisions and standards of the General Plan.
2. That the proposed General Plan amendments are consistent with the balance of the General Plan.

3. That the proposed General Plan amendments are necessary to implement the goals and objectives of the General Plan.
4. That the proposed General Plan amendments will not cause substantial environmental damage.

**BE IT FURTHER RESOLVED** that the Turlock General Plan Land Use Element Diagram shall be amended to modify the designations of real property as shown on "Exhibit A," attached.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

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



## Council Synopsis

August 28, 2012

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

Prepared &  
Presented by: Katie Melson, Associate Planner

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Adopting a Mitigated Negative Declaration of Environmental Effect pursuant to the California Environmental Quality Act (CEQA)

Resolution: Amending the General Plan Land Use Diagram [General Plan Amendment 2012-01 (O'Reilly Auto Parts)]

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2012-01 (O'Reilly Auto Parts)]

Resolution: Establishing Conditions of Approval for Minor Discretionary Permit 2012-09 (O'Reilly Auto Parts)

### 2. DISCUSSION OF ISSUE:

#### BACKGROUND

The sites are located on the southeast corner of Geer Road and Wayside Drive. Previously both sites were once developed with single family homes. Both lots have been cleared of all buildings and are currently vacant.

The subject sites are bounded on the north by Wayside Drive, across Wayside Drive is a gas station, currently zoned Community Commercial, to the East of the site are two properties currently developed with houses, zoned for Commercial Office uses. To the south of the property is a restaurant on property also zoned for Commercial Office. The property is bound on the West by Geer Road; across Geer Road is a mix of commercial and residential uses on properties zoned for Commercial Office uses.

## **PROJECT REQUEST**

The applicant is requesting a change in the General Plan designation and zoning of the parcel from Commercial Office to Community Commercial to allow for the construction of a retail auto parts store, O'Reilly Auto Parts.

There are General Plan policies that both support and discourage this change in General Plan designation as detailed in the attached Planning Commission staff report, (Attachment #1). It is not unusual for projects that are requesting General Plan and zoning changes to require the balancing of competing policies in the General Plan. Ultimately, the Planning Commission and City Council must decide if the applicant's request, on balance, represents a proper balance between all of the policies and goals of the City's General Plan and therefore warrants approval.

As proposed the project meets the Community Commercial zoning district development standards and the City's adopted Design Guidelines. Measures have been added to the project to mitigate any environmental concerns.

## **PLANNING COMMISSION DISCUSSION**

There was no public comment at the Planning Commission meeting regarding this project. The applicant gave a brief description of the project and the Planning Commission had a few brief questions for the applicant regarding their business plan.

## **CONCLUSION**

The Planning Commission unanimously recommended the City Council adopt the mitigated negative declaration of environmental effect, approve the re-designation and rezoning of the property to Community Commercial and approve the Minor Discretionary Permit.

### **3. BASIS FOR RECOMMENDATION:**

- A) On July 19, 2012, the Planning Commission recommended with a 7-0 vote to recommend the City Council approve the proposed project.
- B) The proposed project will fully mitigate its impacts on public infrastructure facilities, and community services.
- C) FY 2011-13 Strategic Plan:

#### **E. POLICY INITIATIVE-ECONOMIC DEVELOPMENT**

##### **Goal (s):**

- b. Generate job creation and retention

- c. Enhance revenue
- d. Create diversity of opportunity for business and community development

**F. POLICY INITIATIVE-INTELLIGENT, PLANNED, MANAGED GROWTH**

**Goal (s):**

- a. Ensure all growth adds value to the current and future community
- c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)
- e. Create long-term, value-added plan for In-fill
- f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development

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

**Fiscal Impact: Neutral**

The cost of reviewing this request was paid for by the applicant.

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

Recommends approval.

**6. ENVIRONMENTAL DETERMINATION:**

**Mitigated Negative Declaration:** The environmental impacts associated with General Plan Amendment 20012-01, Rezone 2012-01 and Minor Discretionary Permit 2012-09 have been reviewed by the City pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA). Based upon analysis, information, and mitigation measures contained in the Initial Study prepared for the proposed project, it has been determined that no significant environmental impacts are associated with the proposed project. Pursuant to Public Resources Code 21080(c) (2) and 21157.5 of CEQA, the proposed project was analyzed to establish its potential impacts beyond those described in the General Plan Environmental Impact Report. Feasible mitigation measures have been added to the project, in accordance with Public Resources Code 21080(c) (2) and 21157.5 of CEQA, to mitigate identified environmental impacts to a level of insignificance.

On June 11, 2012, a Mitigated Negative Declaration was prepared and posted with the Stanislaus County Clerk, stating that the proposed development would not have a significant effect upon the environment because mitigation measures identified in the General Plan EIR, Initial Study, and mitigation monitoring program have been added to the project.

**7. ALTERNATIVES:**

- A. Council may deny the project by disapproving the General Plan Amendment, Rezone and Minor Discretionary Permit.
- B. The Council may amend the conditions of approval in the Minor Discretionary Permit.

**Exhibit A**  
**GENERAL PLAN AMENDMENT 2012-01**  
SITE MAP  
1144 & 1164 Geer Road  
(Stanislaus County APN 042-22-84 & 85)



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

**IN THE MATTER OF AMENDING THE ZONING }  
MAP OF THE CITY OF TURLOCK, CALIFORNIA, }  
ATTACHED TO TITLE 9 OF THE TURLOCK }  
MUNICIPAL CODE [REZONE 2012-01 }  
(O'REILLY AUTO PARTS)] }  
\_\_\_\_\_ }**

**ORDINANCE NO. -CS**

**BE IT ORDAINED** by the City Council of the City of Turlock as follows:

**SECTION 1. ZONING CHANGE.** The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Commercial Office (C-O) to Community Commercial (C-C), under the provisions of Title 9 of the Turlock Municipal Code, and said real property shall hereafter be subject to the provisions and regulations of this Chapter relating to property located within such Districts. Said property is described as follows:

1144 Geer Road (Stanislaus County APN 042-022-084)

1164 Geer Road (Stanislaus County APN 042-022-085)

**SECTION 2. ZONING MAP.** The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the map attached hereto (Exhibit A), which is hereby made a part of this ordinance by reference.

**SECTION 3. ENVIRONMENTAL DETERMINATION.** The City Council finds that the report or declaration reflects the independent judgement of the lead agency and that the project will not have a significant effect on the environment and hereby adopts the Mitigated Negative Declaration and the Mitigation Monitoring and Report Program ("Checklist"), and further directs that a Notice of Determination be filed.

**SECTION 4. 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 5. ENACTMENT.** This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. 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 28<sup>th</sup> day of August, 2012, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
NOT PARTICIPATING:  
ABSENT:

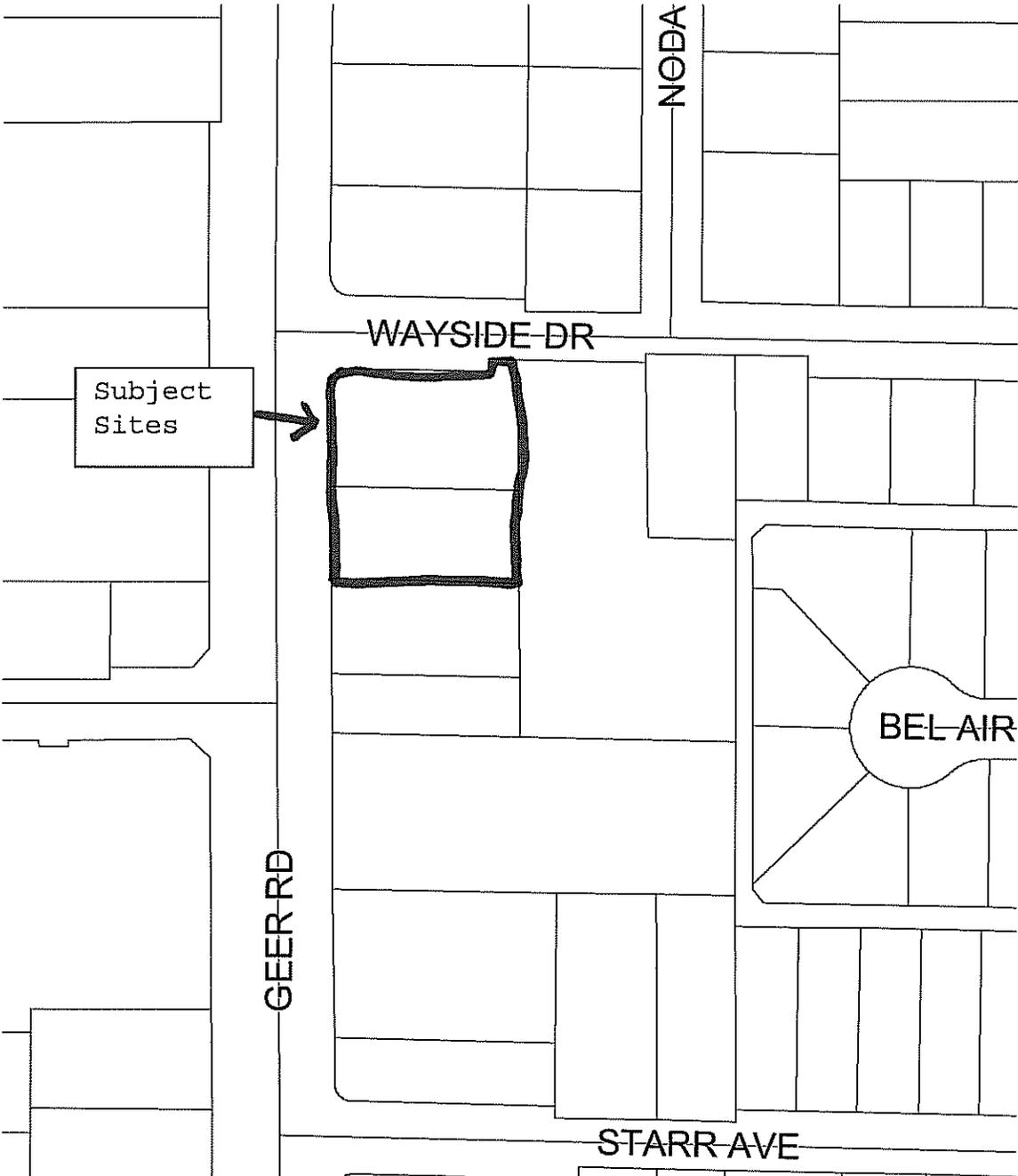
Signed and approved this 28<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
John Lazar, Mayor

ATTEST:

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

**Exhibit A**  
**REZONE 2012-01**  
SITE MAP  
1144 & 1164 Geer Road  
(Stanislaus County APN 042-22-84 & 85)



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

<b>IN THE MATTER OF ESTABLISHING</b>	}	<b>RESOLUTION NO. 2012-</b>
<b>CONDITIONS OF APPROVAL FOR</b>	}	
<b>MINOR DISCRETIONARY PERMIT 2012-09</b>	}	
<b>(O'REILLY AUTO PARTS)</b>	}	
<hr/>	}	

**WHEREAS**, O'Reilly Auto Parts is requesting the development of an approximately 6,827 square foot auto parts store on the vacant lots at 1144 & 1164 Geer Road, Stanislaus County Assessor's Parcel Numbers (APNs) 042-022-84 & 85); and

**WHEREAS**, on-site parking landscaping and other improvements will be included in the proposal in conformance with the development standards and design guidelines established for the Community Commercial zoning district; and

**WHEREAS**, the approval of this Minor Discretionary Permit is contingent upon the approval of General Plan Amendment 2012-01 and Rezone 2012-01 to allow for the change in designation of the sites from Commercial Office to Community Commercial ; and

**WHEREAS**, TMC Chapter 9-5 Article 3 establishes the process for amending a Minor Discretionary Permit; and

**WHEREAS**, after public hearing held on July 19, 2012, the Planning Commission voted 7-0 to recommend approval of the project request; and

**WHEREAS**, on August 28, 2012 the City Council considered the request, the Planning Commission recommendation, and the Environmental Review documentation, and public testimony, and subsequently found that Minor Discretionary Permit 2012-09, will not have a significant adverse impact upon the environment and directed that a Notice of Determination for a Mitigated Negative Declaration be filed and the City of Turlock adopts a Mitigation Monitoring Program, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the appropriate findings; and

**WHEREAS**, on August 28, 2012 the City Council determines that all of the following findings can be made for Minor Discretionary Permit 2012-09

1. The proposal is consistent with the Turlock General Plan, the Zoning Ordinance and all other adopted plans for the site.
2. The proposal is in harmony with the existing or proposed development in the general area or neighborhood and will be compatible with adjacent structures and uses, including those on adjoining property.
3. The proposal is consistent with the development plan, terms, conditions, and / or intent of any planned development or conditional use permit currently in effect on the property.
4. Any structural elements contained within the proposal is of high quality design

consistent with the intent of the City Design Element of the Turlock General Plan and the exterior design, appearance, materials, and colors will not cause the nature of the neighborhood to materially depreciate.

5. The proposal will not otherwise constitute a nuisance or be detrimental to the public safety, health and welfare of the neighborhood and community.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve Minor Discretionary Permit 2012-09, in accordance with the plan filed as part of the Planning Commission consideration, referred to above, and which is on file in the office of the Deputy Development Director, Planning Division. The following conditions shall apply, as well as compliance with all applicable laws, regulations, codes and ordinances:

**PLANNING (668-5640)**

1. This project shall be constructed in accordance with the revised site plan dated September 27, 2011, as amended, and the attached building elevations (attachment #1).
2. Minor amendments to the site layout and other conditions contained within this approval may be authorized by the Community Development Director on a case-by-case basis, provided that such amendments are consistent with the overall intent and purpose of the conditions contained herein.
3. The approval of Minor Discretionary Permit (O'Reilly Auto Parts) is contingent upon the approval of General Plan Amendment 2012-01 and Rezone 2012-01.
4. All "Standard Conditions of Approval" contained in Turlock Planning Commission Resolution 91-54 are conditions of approval for this project.
5. Pursuant to Turlock Municipal Code (TMC) §9-5-314.1 this approval shall expire one (1) year from the date of issuance, if construction has not begun or the use commenced. If requested prior to the date of expiration, the minor discretionary permit may be extended upon a finding of good cause when the applicant presents proof of unusual conditions not of his own making.
6. In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.
7. The project shall be developed consistent with the standards and uses established for the Community Commercial (CC) zoning district in TMC §9-3-300ART: *Commercial Districts* and the adopted Design Guidelines.

8. Deliveries to the site by large semi-trucks shall be limited to the hours of 10 p.m. and 6:00 a.m.
9. In accordance with TMC §9-2-115(c)(1) the trash and recycling enclosures shall comply with the City of Turlock Standards and Specifications for construction and materials. Each trash and recycling enclosure shall be designed to allow walk-in access without having to open the main enclosure gate. The property owner shall supply and maintain adequate bins and containers for recycling and waste disposal.
10. A minimum two (2) foot perimeter at the base of each enclosure wall shall be irrigated and planted with landscaping, including the use of evergreen vines.
11. All electrical, gas, telephone, cable television, and similar distribution lines, including existing distribution lines, providing immediate service to the site shall be installed underground within the site.
12. All above ground structures located, such as backflow protection devices, fire department connections and transformers, shall be located on the site to minimize visual impact and shall be screened from public view by landscaping approved by the City of Turlock Planning Division.
13. Bicycle racks, accommodating a minimum of three bicycles shall be installed on-site.
14. A landscape plan for the proposed new parking lot shall be submitted to the Engineering Division as part of the improvement plan submittal process. All parking areas shall comply with TMC 9-2-109. In particular, one (1) shade tree shall be provided for every five (5) parking spaces.
15. The existing trash and recycling enclosures, located in the parking lot at 1300 W. Main, shall remain in place, and are for the use of tenants in the 1200 W. Main St. building as well as tenants in the 1300 W. Main St. building. Any new trash/recycling receptacles require enclosures, which shall be approved by the Planning Division prior to construction.
16. All HVAC units, trash/recycle/refuse compactors and other mechanical equipment shall be screened from public view and adjacent properties, including adjoining rights-of-way, in accordance with TMC § 9-2-118. The method of screening such equipment shall be architecturally integrated into the main structure in terms of design, materials, colors, shape and size. Prior to issuance of the building permit, this requirement shall be verified through review of construction plans.
17. Fully detailed landscape and irrigation plans shall be submitted to the Engineering Division for review and approval prior to the installation of any landscaping material or irrigation system and prior to the issuance of any building permits. All landscaping and irrigation systems shall be installed in accordance with the standards of TMC §9-2-109.

18. All landscaping and irrigation shall comply with the State Model Water Efficient Landscape Ordinance.
19. In accordance with TMC §9-2-109, all landscape planter beds shall be a minimum of five (5) feet in depth and width.
20. All planting areas shall be protected with raised concrete curbs.
21. An average three (3) foot high [minimum 2½ foot and maximum 3½ foot] continuous screen shall be installed between all parking areas and public streets. A screen shall consist of one or any combination of the following: a) walls; b) landscaped berms; c) fences; and / or d) plant materials.
22. Deciduous non-fruiting trees shall be incorporated into the planting plan within the parking lot and around the building to provide shade relief from the summer sun.
23. A variety of plant types and species shall be incorporated into the planting scheme to provide interest and color. No one (1) species of plant shall exceed 20 percent (20%) of the plant material. Turf shall be limited to 25 percent (25%) of the total landscaped area.
24. All planting areas shall include a three (3) inch top dressing of an organic mulch or equivalent material. Mulches shall be reapplied as part of a regular maintenance program to reduce evaporation, soil compaction, and weeds.
25. A total of 23 on-site parking spaces are required according to the parking ratio of 1 parking space 300 square feet of floor area.
26. All parking spaces shall comply with dimensional standards for the City of Turlock. Standard parking spaces measure 9 feet x 19 feet and compact spaces measure 7½ feet x 15 feet. No more than 30 percent, or 4 spaces, of the required parking spaces may be compact spaces.
27. Wheel stops and striping are required.
28. Parking lot shade trees shall be installed along all parking areas in accordance with TMC §9-2-109: one shade tree per five (5) parking spaces. Parking lot shade trees shall be planted in landscape islands within the parking lot. Tree spacing shall be such that every tree trunk is within 30 feet of the trunk of a tree.
29. Limit intensity, shield and/or situate all on-site lighting such that light does not spill over to adjacent properties.
30. All lighting fixtures must be shielded to confine light spread within the site boundaries.
31. Security lighting fixtures shall not project above the fascia or roofline of the building and are to be shielded.
32. Lights shall be placed to direct and control glare.
33. Lighting sources shall be thoughtfully located and shall have cut-off lenses to

- avoid light spillage and glare on adjacent properties.
34. Provide directional shielding for street and parking lot lighting.
  35. No signs have been approved as part of this permit. All signage shall comply with the provisions established in the Turlock Municipal Code (TMC 9-2-500 ART) and the General Sign Guidelines contained in the City of Turlock's adopted Design Guidelines, as required by TMC §9-5-1002 and shall obtain the appropriate permits.
  36. Pole signs and cabinet signs are prohibited.
  37. Freestanding signs shall incorporate the design, materials, textures and colors utilized on the permanent structure located on the site. All building signage shall be composed of individual pan channel letters or equivalent. Exposed raceways and changeable copy are prohibited.
  38. Temporary promotional signs, e.g. banners, may be permitted subject to first obtaining a sign permit from the Planning Division. No more than one temporary promotional sign shall be displayed.
  39. Temporary promotional signs shall be displayed for no more than 14 days in a row and not to exceed a total of 60 days in one calendar year.
  40. Construction will still be limited to the hours allowed in the Municipal Code of 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 8:00 p.m. on weekends. A "disturbance coordinator" shall be designated who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site and include it in the notice sent to neighbors regarding the construction schedule. The standards of Turlock's Noise Ordinance (TMC 9-2-300ART) are applicable to the development during construction and occupancy.

**ENGINEERING SERVICES (668-5520)**

41. Prior to the issuance of a building permit, the developer shall provide written consent, as provided in Section 54715 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.
42. Provide written consent prior to the issuance of a building permit, as provided in Section 22500 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.
43. Prior to the issuance of a building permit, developer shall execute a lot line adjustment or parcel map to merge the parcels.

44. The developer shall pay all City of Turlock city wide and specific plan development impact fees prior to issuance of the building permit.
45. An encroachment permit is required for all off-site work. Please submit a cost estimate for all off-site work, liability insurance listing the City of Turlock as additionally insured, as well as (6) sets of improvement plans for review and approval.
46. Developer shall install full frontage improvements along Geer Rd. and Wayside Dr. per the City Standard Specifications and Drawings: 10' wide commercial sidewalk, a commercial driveway approach per detail C-6 or C-7 and street trees in 4'x6' tree wells spaced 30'-35' apart.
47. Any existing or new water services shall be fitted with backflow prevention devices.
48. Developer shall procure a grading permit from the City of Turlock for all on-site (Non-Structural) work. Please submit a cost estimate for all on-site work, as well as (6) sets of civil improvement plans including an erosion control plan and landscaping plans meeting the Water Efficiency Landscape Ordinance for review and approval.
49. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on if in the City Engineer's opinion the integrity of the roadway has been compromised by utility cuts and/or construction practices. Asphalt oil shall be PB 70-10.
50. All trenching in existing public pavement must be repaved per city standard T-1 unless approved by the City Engineer.

**FIRE SERVICES (668-5580)**

51. The project shall be required to meet the 2007 California Fire Code, National Fire Code (NFPA), 2007 California Mechanical Code, and the City of Turlock Municipal Code.. THIS IS NOT A PLAN REVIEW. Additional requirements may be applicable upon Fire Dept. review of building plans.
52. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt or concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.
53. Address numerals shall be a *minimum* of 6" tall, contrast with background, be clearly visible from the primary roadway and be illuminated either internally or externally between dusk and dawn daily.
54. Permanent all weather signage shall be installed: (minimum 3" letters/numbers)
  - a. MAIN ELECTRICAL DISCONNECT
  - b. MAIN GAS SHUT OFF
  - c. FIRE CONTROL ROOM
  - d. FDC (address numerals)

e. ELECTRICAL ROOM

55. Two Locking FDC plugs (2 – 2 1/2") shall be installed. Plugs may be ordered at [www.knoxbox.com](http://www.knoxbox.com) or by visiting our office.
56. On-site fire hydrant required. Location and number to be determined at civil plan review. Fire hydrant shall be within 75 feet of the FDC.
57. Fire sprinklers shall be required if any portion of a building is located more than 140 feet from the flow line. Four (4) sets of fire sprinkler plans, architectural plans and calculations shall be submitted by a licensed C-16 fire sprinkler contractor to the Fire Department in accordance with NFPA 13 and City of Turlock Municipal Code.
58. On-site fire hydrant required. Location and number to be determined at civil plan review. Fire hydrant shall be within 75 feet of the FDC.
59. Four (4) sets of fire alarm system plans shall be submitted to fire department by a licensed C-10 fire alarm professional. System shall be U.L certified and monitored by a U.L. central station for the life of the building. U.L. certificate required at final.
60. Fire extinguishers with a minimum rating of 2-A:10-B:C shall be provided such that no point in the building is further than 75-foot travel distance to an extinguisher. Extinguishers shall be mounted on the wall or in cabinets, such that the top of the extinguisher is no more than four (4') feet above floor level.
61. Electrical disconnect shall be accessible from the exterior of the building or in a secure electrical room that opens directly to the outside. Disconnect or electrical room will be identified with an approved all weather sign.
62. Fire lane requirements shall be met. Fire lanes shall be painted throughout project, and shall read, "No Parking, Fire Lane."

**MUNICIPAL SERVICES (668-5590)**

63. Street trees shall be installed in the sidewalk in accordance with City of Turlock standards (TMC §7-7-500 and §9-2-109(8)(ii)). The variety of street tree to be installed is Chinese Pistache, "Keith Davey" variety. Any variation from the above listed street tree requirement must first be approved by the City of Turlock Municipal Services. The property owner or developer shall contact the City of Turlock Municipal Services at 668-5590 for review of tree layout and inspection prior to installation of street trees.
64. The property owner shall be responsible for providing water/sewer/G.I. for all tenants. If the property owner will not be the responsible party for these services, the property owner/developer shall contact City of Turlock Municipal Services at 668-5590 to establish an acceptable agreement/organization to be responsible for providing such services.
65. Prior to issuance of a building permit, water and sewer utilities shall be reviewed and approved by Municipal Services (668-5590).

66. Prior to issuance of a building permit, the property owner/developer shall contact City of Turlock Municipal Services at 668-5590 to determine whether a grease interceptor shall be required. If required, the grease interceptor shall be incorporated into the building plans, prior to the issuance of a building permit.
67. Prior to issuance of a building permit, storm water facilities shall be reviewed and approved by Municipal Services (668-5590)

**BUILDING DIVISION (668-5560)**

68. The project shall provide an accessible path of travel from the building to the public right of way.
69. A building permit shall be obtained.

**SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (DAVID MC DONOUGH 559-230-5920)**

70. The project would be subject to District Rule 9510 (Indirect Source Review). Information on how to comply with District Rule 9510 can be found online at: <http://www.valleyair.org/ISR/ISRHome.htm>.
71. The project may also be subject to Regulation VIII (Fugitive PM10 Prohibitions), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations).
72. In order to identify other District rules or regulations that apply to this project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance Office at (559) 230-5818. Current District rules can be found at: [www.valleyair.org/rules/1ruleslist.htm](http://www.valleyair.org/rules/1ruleslist.htm).

**TURLOCK IRRIGATION DISTRICT**

73. Utility maps show an existing overhead 12kV distribution power line along the east side of Geer Road. The owner/developer must apply for a facility change for any pole or electrical facility relocation. Facility changes are performed at developer's expense.

**BE IT FURTHER RESOLVED** that the City Council intends the Minor Discretionary Permit be administered pursuant to Article 3 of Chapter 9-5 of the Turlock Municipal Code.

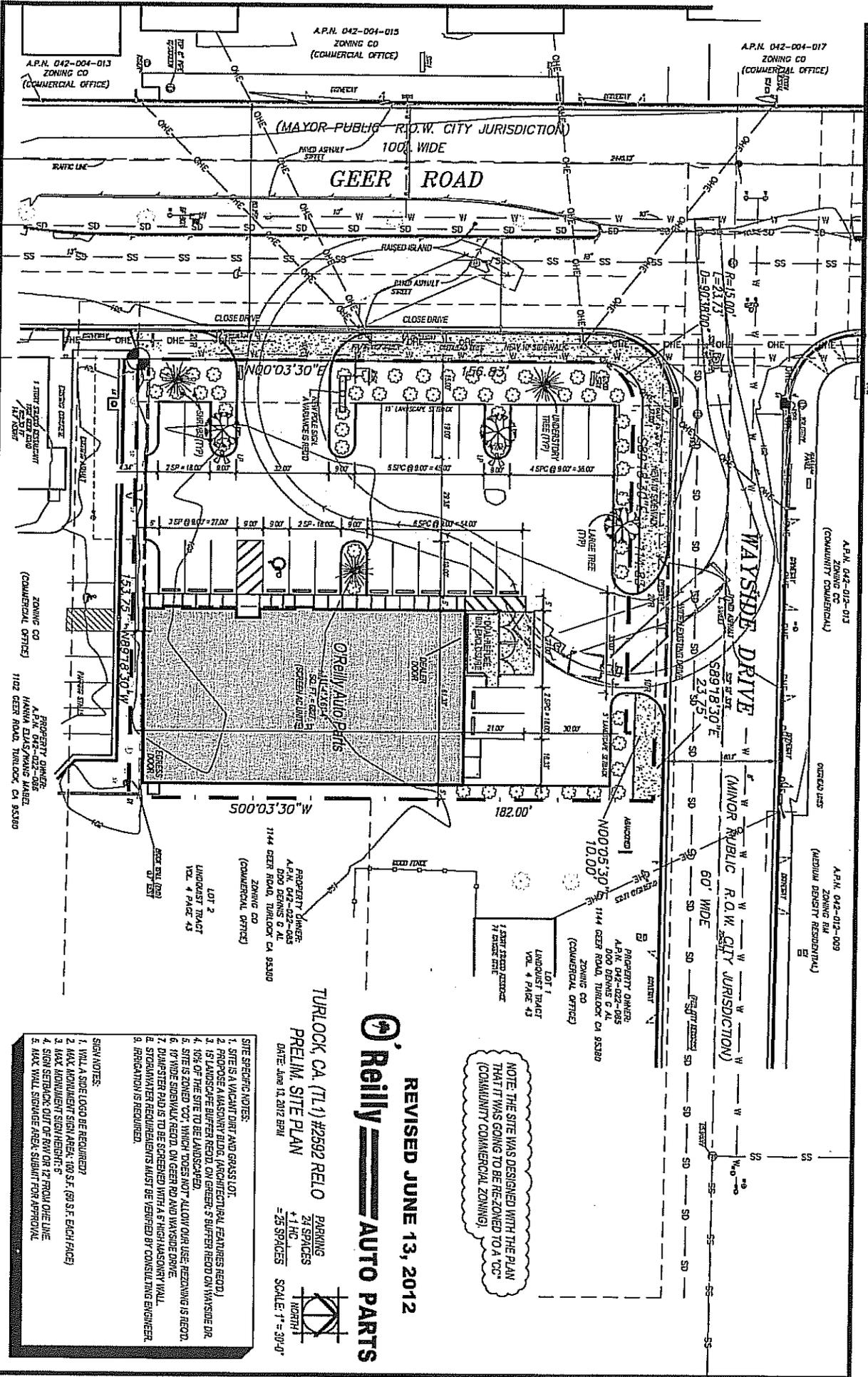
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

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



A.P.N. 042-004-013 ZONING CO (COMMERCIAL OFFICE)  
 A.P.N. 042-004-015 ZONING CO (COMMERCIAL OFFICE)  
 A.P.N. 042-004-017 ZONING CO (COMMERCIAL OFFICE)

(MAYOR-PUBLIC R.O.W. CITY JURISDICTION)  
 100' WIDE  
**GEER ROAD**

RAISED ISLAND  
 DRIVE AISLES  
 156.83'  
 150' @ 9.00' = 1350'  
 45PC @ 9.00' = 4050'

WAYSIDE DRIVE  
 (MINOR PUBLIC R.O.W. CITY JURISDICTION)  
 60' WIDE

**O'Reilly Auto Parts**  
 500'03"30" W  
 182.00'

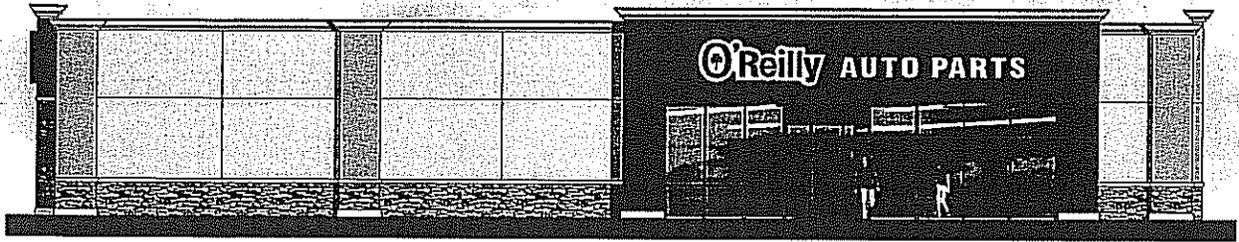
PROPERTY OWNER: A.P.N. 042-022-008 DOO DENNIS & AL. 1142 GEER ROAD, TURLOCK, CA 95380  
 ZONING CO (COMMERCIAL OFFICE)  
 LOT 2 LANDSCAPE TRACT VOL. 4 PAGE 43

PROPERTY OWNER: A.P.N. 042-022-005 DOO DENNIS & AL. 1144 GEER ROAD, TURLOCK, CA 95380  
 ZONING CO (COMMERCIAL OFFICE)  
 LOT 1 LANDSCAPE TRACT VOL. 4 PAGE 43

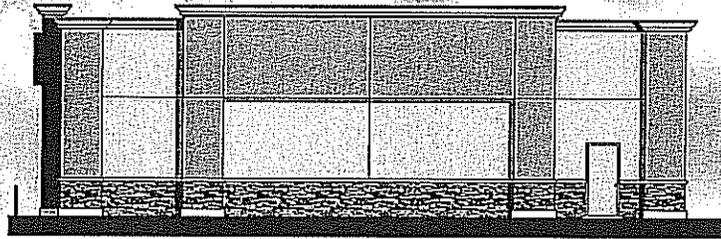
**O'Reilly AUTO PARTS**  
 REVISED JUNE 13, 2012  
 TURLOCK, CA (TL1) #2592 RELO  
 PRELIM. SITE PLAN  
 DATE: June 11, 2012 EPH  
 PARKING 24 SPACES + 1 HO = 25 SPACES  
 SCALE: 1" = 30'-0"

NOTE: THE SITE WAS DESIGNED WITH THE PLAN THAT IT WAS GOING TO BE RE-ZONED TO A 'CC' (COMMUNITY COMMERCIAL ZONING).

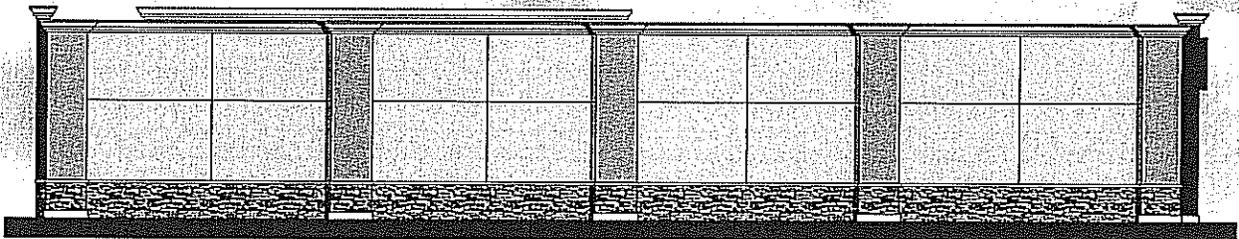
- SITE SPECIFIC NOTES:**
1. SITE IS A VACANT DIRT AND GRASS LOT.
  2. PROPOSE A MONUMENTARY ALIEN (ARCHITECTURAL FEATURES REQ'D).
  3. 15' LANDSCAPE BUFFER REQ'D ON GEER; 5' BUFFER REQ'D ON WAYSIDE DR.
  4. 10% OF THE SITE TO BE LANDSCAPED.
  5. SITE IS ZONED 'CC' WHICH DOES NOT ALLOW OUR USES. REZONING IS REQ'D.
  6. 10' WIDE SIDEWALK REQ'D ON GEER RD AND WAYSIDE DRIVE.
  7. DRIVEWAY PAVES TO BE SCREENED WITH A HIGH MAINTENANCE WALL.
  8. SIGNAGE WHEN REQUIREMENTS MUST BE VERIFIED BY CONSULTING ENGINEER.
  9. IRRIGATION IS REQUIRED.
- SIGN NOTES:**
1. WALL A SIDE LOGO BE REQUIRED?
  2. MAX MONUMENTARY SIGN AREA: 100 S.F. (50 S.F. EACH FACE)
  3. MAX MONUMENTARY SIGN HEIGHT: 7'
  4. SIGN SETBACK OUT OF ROW OR 12' FROM ONE LINE
  5. MAX WALL STORAGE AREA: SUBMIT FOR APPROVAL



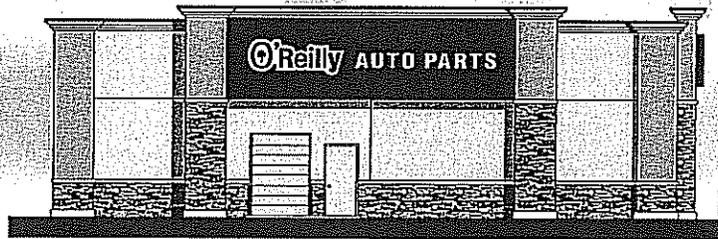
West



South



East



North



Turlock, CA



**PLANNING COMMISSION ITEM SYNOPSIS**  
**Meeting Date: July 19, 2012**  
**Development Services Department**  
**Planning Division: Development Review**  
**Report By: Katie Melson, Associate Planner**

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**1. PROJECT NAME AND SUMMARY**

**GENERAL PLAN AMENDMENT 2012-01, REZONE 2012-01 MINOR DISCRETIONARY PERMIT 2012-09) – To authorize an amendment to the General Plan designation and rezoning of the properties at 1144 & 1164 Geer Road from Commercial Office to Community Commercial for the development of a new approximately 6,827square foot retail auto parts store, O'Reilly Auto Parts.**

**2. STAFF RECOMMENDATION**

Approval

**3. CITY ATTORNEY COMMENTS**

None

**4. ENVIRONMENTAL DETERMINATION AND RECOMMENDATION**

Mitigated Negative Declaration

**5. COMMISSION ACTION REQUIRED**

**MOTION: APPROVING THE PROJECT**

**ENVIRONMENTAL DETERMINATION**

I move that the Planning Commission adopt a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the findings contained in Draft Planning Commission Resolutions 2012-07, 2012-08 and 2012-09.

**MOTION RECOMMENDING THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT 2012-01 AND APPROVE REZONE 2012-01 AND MINOR DISCRETIONARY PERMIT 2012-09**

I move that the Planning Commission recommend the City Council adoption General Plan Amendment 2012-01 and approve Rezone 2012-01and Minor Discretionary Permit 2012-09, having determined that the appropriate findings can be made, subject to the conditions contained in Draft Planning Commission Resolutions 2012-07, 2012-08 and 2012-09.



**AGENDA REPORT 7/19/12  
GENERAL PLAN AMENDMENT 2012-01  
REZONE 2012-01  
MINOR DISCRETIONARY PERMIT 2012-09  
(O'REILLY AUTO PARTS)**

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**TO:** Planning Commission  
**FROM:** Katie Melson, Associate Planner

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**APPLICATION SUMMARY**

**DATE FILED: 4/26/12**

- 1. APPLICANT:** O'Reilly Automotive Stores  
233 South Patterson  
Springfield, MO 65802
- 2. OWNERS:** Julio & Karina Torres Martinez  
Dennis, Jack & Catherine Doo
- 3. ADDRESS:** 1144 & 1164 Geer Road
- 4. APN:** 042-22-84 & 85
- 5. AREA OF PROPERTY:** 0.611 acres (approximately)
- 6. EXISTING ZONING:** Commercial Office (CO)
- 7. GENERAL PLAN:** Office (O)
- 8. PREVIOUS ACTIONS:** REZ 96-05, 96-06 & CUP 05-08
- 9. REQUEST:** To amend the General Plan and Zoning designation on the subject sites from Commercial Office to Community Commercial and approve a Minor Discretionary Permit to allow for the construction of a retail auto parts store, O'Reilly Auto parts.
- 10. STAFF RECOMMENDATION:** Approval
- 11. CEQA RECOMMENDATION:** Mitigated Negative Declaration

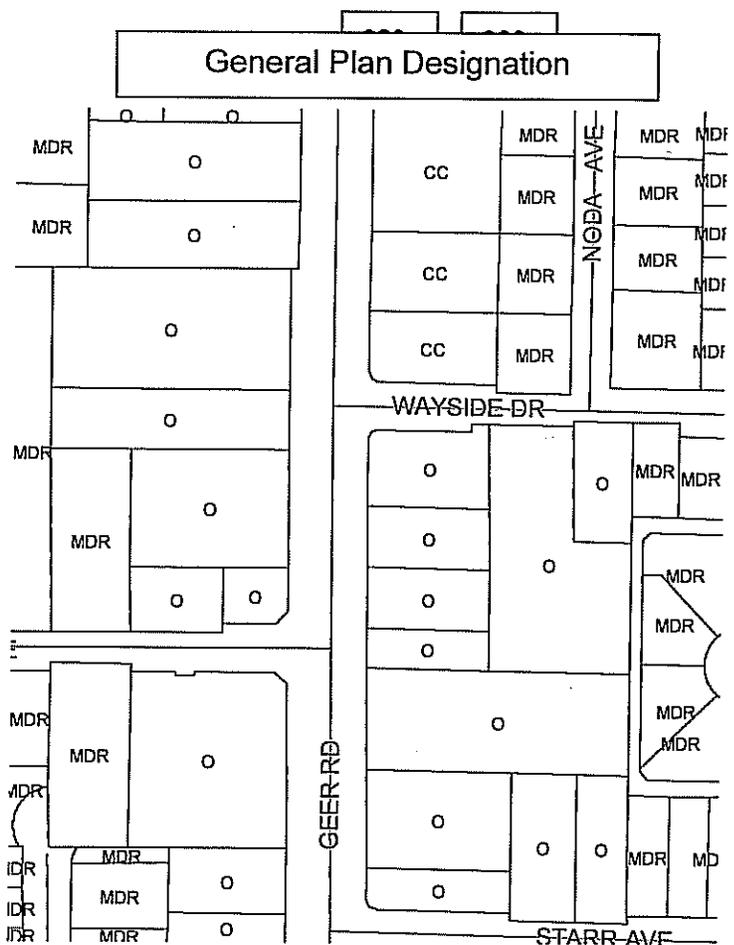
## ENVIRONMENTAL REVIEW

Pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA), the City has reviewed the environmental impacts associated with the proposed amendment to the General Plan and rezoning of the subject property. Based upon the analysis and information contained in the Initial Study prepared, it has been determined that no significant environmental impacts are associated with the proposed project (see Attachment #2). On June 7, 2012, a "Mitigated Negative Declaration" was prepared and posted with the Stanislaus County Clerk, stating that the mitigation measures proposed for the development would reduce any impacts to a less-than-significant level. Mitigation measures have been incorporated into the project as conditions of approval. Additional discussion of environmental concerns is provided below.

## BACKGROUND

The sites are located on the southeast corner of Geer Road and Wayside Drive. Previously both sites were once developed with single family homes. Both lots have been cleared of all buildings and are currently vacant. In 2005 a Conditional Use Permit was granted to allow the development of a 2,700 square foot mixed-use office/beauty salon/restaurant building and associated on-site improvements, this project never went forward and this Conditional Use Permit expired.

The subject sites are bounded on the north by Wayside Drive, across Wayside Drive is a gas station, currently zoned Community Commercial, to the East of the site are two properties currently developed with houses, zoned for Commercial Office uses. To the south of the property is a restaurant on property also zoned for Commercial Office. The property is bound on the West by Geer Road, across Geer Road are a mix of commercial and residential uses on properties zoned for Commercial Office uses.



## GENERAL PLAN AMENDMENT AND REZONE REQUEST

The applicant is requesting a change in the General Plan designation and zoning of the parcel from Commercial Office to Community Commercial. The current Commercial Office designation is intended to be a transitional zone between commercial and

residential uses with areas for business and professional office. Retail sales is only permitted with a Conditional Use Permit and is limited to eating and drinking establishments and pharmacies as accessory uses designed to primarily but not exclusively serve patrons or occupants of the uses within the CO District.

The Community Commercial designation allows for a wide range of retail stores, restaurants hotels and motels, personal services, business and financial services, restaurants and other similar uses that serve a neighborhood or community wide market.

### **FINDING #1: GENERAL PLAN CONSISTENCY**

The first finding required for approval of a General Plan Amendment and Rezone request is General Plan consistency. The Planning Commission must find the proposal consistent with the current adopted General Plan.

Currently across Wayside Drive the properties along Geer are designated Community Commercial, this would be a continuation of the Community Commercial designation across the street for these two properties. The property south of the subject properties is currently developed with a restaurant. The restaurant is a conditionally permitted use in the Commercial Office zoning district but is an allowed use in the Community Commercial zoning district, so there are already uses in this area that are compatible with the Community Commercial designation. The restaurant parcel is not part of this application and will still be zoned Commercial Office, the property owners negotiated to include the restaurant parcel in this application to rezone it to Community Commercial to make it a permitted use in exchange for a joint access between the properties but they were unable to reach an agreement.

General Plan Policy 2.4-d says "Limit additional "neighborhood/community commercial" and "strip commercial" centers along Geer Road by restricting changes in zone districts from residential or office to retail commercial". The explanation for this policy is because "extensive public input during the General Plan process emphasized the desire to avoid creation of lengthy commercial strips. Further, existing traffic volumes and lack of available right-of-way for road widenings limit the ability of Geer Road to accommodate the higher traffic volumes that would be associated with more retail activity".

The proposed auto parts retail use will not be a high turnover retail use. There is not a significant difference between the estimated number of trips for the retail auto parts store compared to medical office, a permitted use within the commercial office zoning district as shown in attachment #3 and therefore for this retail use the concern about needing to widen Geer Road due to higher traffic volumes will not be the case.

General Plan Policy 2.4-b says to "provide adequate lands to accommodate the development of commercial areas, which will: (a) conveniently serve current and future residential needs, (b) provide employment opportunities, (c) contribute to the attractiveness of the community, and (d) contribute to the City's tax base". This project would accomplish all of these goals.

General Plan Policy 7.1-i says to "encourage infill development on vacant parcels through incentives and streamlined approval process for projects". This is an infill development project on a vacant parcel in the middle of a developed area of the city.

It is not unusual for projects that are requesting General Plan and zoning changes to require the balancing of competing policies in the General Plan. Ultimately, the Planning Commission and City Council must decide if the applicant's request, on balance, represents a proper balance between all of the policies and goals of the City's General Plan and therefore warrants approval.

### ***Development Expectations for the Property***

Currently as part of this General Plan Amendment and Rezone action there is also a Minor Discretionary Permit for the design review of the proposed O'Reilly Auto Parts store for this location. Approval of the Minor Discretionary Permit is contingent upon approval of the General Plan Amendment and Rezone request to allow the property owner to develop the property with the retail auto parts store. It is important to note that once the property is rezoned and the General Plan designation is changed to Community Commercial the uses permitted in the Community Commercial zoning district would all become uses that could potentially be developed on the property and once the General Plan designation and zoning of the property has changed, there is no mechanism available to the City, short of the General Plan Update, to change the designations back to the commercial office designation. Office uses are still permitted uses within the Community Commercial zoning district so the rezone does not take away the ability to develop offices on the property if this project does not move forward it just adds other uses not permitted under the more restrictive Commercial Office designation.

If the project never moves forward, the Community Commercial designation and zoning would allow the development of a wide range of commercial uses, shown in Attachment #3. Community Commercial standards would apply to any buildings permitted on this property. While any new project would be subject to the required entitlement process, many of the uses listed as permitted uses (P) or Minor Administrative (MAA) or Minor Discretionary (MDP) could be approved at the staff level and would not require public hearings, through the required entitlement process environmental concerns such as noise and traffic would all be examined to make sure the use was appropriate for the site and met all of the development standards.

### **FINDINGS #2, #3 and #4: SUITABILITY OF THE SITE FOR THE PROPOSED DEVELOPMENT AND MITIGATION OF POTENTIAL ENVIRONMENTAL EFFECTS**

In order to approve the applicant's request, the Planning Commission must also make three findings related to the suitability of the site for the proposed projects and must make a determination that the project will not cause substantial environmental damage. To address environmental concerns, a Mitigated Negative Declaration has been

prepared, circulated and posted outlining the potential environmental effects of the project. Staff has received several comments on this document from other departments and agencies. Staff believes that the mitigation measures identified in the Mitigated Negative Declaration are sufficient to avoid substantial environmental damage associated with the project.

### **Noise**

Construction activities do have the potential to generate noise that would exceed the City standards. Construction noise is looked at as a temporary noise and higher thresholds are allowed. The Municipal Code allows the applicant to apply for a Variance from the Noise Ordinance. During construction there are times when the activity occurring could exceed the maximum levels established in the noise ordinance, typical construction activities will fall within the allowed decibel levels and mitigation measures have been added to minimize all possible noise impacts to a level that is not significant. In the rare instance there is a construction method needed that exceeds the allowed decibel level, conditions have been added requiring all adjacent business, residences, and noise-sensitive land uses be notified of any construction noise that will be greater than that allowed in the Municipal Code, in writing, prior to commencing construction activities, including any changes in the construction schedule.

Construction will still be limited to the hours allowed in the Municipal Code of 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 8:00 p.m. on weekends. A "disturbance coordinator" shall be designated who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site and include it in the notice sent to neighbors regarding the construction schedule. The standards of Turlock's Noise Ordinance (TMC 9-2-300ART) are applicable to the development during construction and occupancy.

### **Parking**

The Municipal Code requires retail uses to provide parking at a rate of one parking space for every three hundred square feet of building area. The project is required to provide 23 parking spaces, at this time 25 parking spaces are proposed.

### **Traffic**

The City Engineer conducted a trip generation analysis, attachment #4 for the project and concluded that the expected peak hour vehicle trips for the project would fall within the range of trips a medical Office use would generate. Medical Office uses are currently an approved use, anticipated in the current General Plan and therefore the project is consistent with the General Plan assumptions for this property and therefore would not exceed the level of service standards established the General Plan

Staff raised concerns regarding the turns the delivery truck would have to make to come into the parking lot because as shown in attachment #5 the trucks would have to

turn into the opposing lane on Wayside Drive to make the turn into the driveway, then the truck would pass over parking stalls to get through the lot. The applicant has assured staff that the turning movements show in the simulation reflect the worst case scenario turn movements and that only one delivery a day will be made to the site and it will be between 10:00 p.m. and 6:00 a.m. when traffic levels will be at their lowest and there will be no cars parked in the lot. A condition of approval has been added to the resolution limiting deliveries to these hours.

Mitigation measures have been identified to ensure that off-site improvements are constructed to address projected traffic levels. In addition, the City has adopted a Capital Facility Fee program with traffic improvements planned for build out of the General Plan. A condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund these circulation improvements required for cumulative impacts added by the development. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the transportation and traffic impacts associated with the project.

Installation of public rights-of way improvements along Geer and Wayside Drive will be required as a condition of approval for this project if any additional improvements are needed. Points of entry to the site shall be adequately spaced from the intersection to maximize public safety. Pedestrian path of travel shall be provided from all buildings to the public right-of-way. The development will not result in a substantial increase in hazards to a design feature or incompatible uses as urban uses about the project area on four sides and the developer shall install all right-of-way improvements to City of Turlock standards. There are no anticipated increases in vehicular or pedestrian hazards as a result of the proposed project.

#### **FINDING #5: PUBLIC NECESSITY, CONVENIENCE AND GENERAL WELFARE REQUIRE THE PROPOSED AMENDMENT**

To support the applicant's request to rezone the property to Community Commercial the proposal must serve the public necessity, convenience and general welfare of the community. This finding hinges on whether the Planning Commission believes that the need for the commercial development of the property with a retail auto parts store warrants the conversion of this property from Commercial Office to Community Commercial to allow for the development of the retail auto parts store. The applicant has expressed a desire to locate in this part of town, on a corner lot to meet marketing studies they have conducted. They have looked at other areas and the applicant feels this location specifically will make their business successful.

#### **FINDINGS #6 AND #7: BUILDING AND DEVELOPMENT STANDARDS**

In order to approve a Planned Development, the Planning Commission must find that the buildings and site design are consistent with the General Plan and any other policies adopted by the City, including the Design Guidelines, as well as demonstrating how any requested changes to the zoning standards or design guidelines are compensated for or mitigated by higher building or site development standards

elsewhere on the site.

### ***Site Plan***

The building five feet off of the rear property line with the bulk of the parking located in front of the building adjacent to Geer Road. The orientation of the building will help mitigate noise and any other impacts to the adjacent properties by creating a buffer between the properties with the building.

The applicant and the City engaged in multiple talks with the adjacent property owner to try to come to an agreement to create joint access between the restaurant property and the O'Reilly property in an effort to limit the number of driveways along Geer Road. Unfortunately they were unable to come to an agreement with the property owner and an additional driveway will be installed on Geer Road to give access to the site.

### ***Building Design***

Staff has worked with the applicant to revise the elevations of the building to comply with the Design Guidelines. The revised elevation with the stone accents and other architectural features complies with the Community Commercial Design Guidelines.

### ***Landscaping***

Overall the proposed project complies with the landscaping requirements of the Community Commercial zoning district. Detailed review will occur when the applicant submits a grading permit prior to construction of the site improvements.

### ***Signs***

No specific signs have been proposed for the development at this time. Signs will be subject to the Community Commercial development standards and the Design Guidelines.

## **FINDING #8: PROPOSED CHANGES WILL NOT ADVERSELY AFFECT ADJOINING PROPERTIES**

As stated above in the discussion on Findings #2, #3 and #4, the property and infrastructure serving the site are adequate to accommodate the traffic, parking and utility demands of the project. The building has been oriented in such a manner that it will create a buffer between it and the adjacent lot to the rear. Public notice letters were sent to properties within a 500 foot radius and no comments have been received.

## **CONCLUSION**

Staff recommends approval of the project. Although the General Plan does say to limit the conversion of office land to retail staff feels this proposed retail use will not have any impacts to traffic, noise or other environmental concerns above those of an office development. The General Plan does say to encourage retail development and the applicant feels that these lots are prime lots for their use. There is the possibility that if this project is not developed the lots could be developed with other permitted uses in

the Community Commercial zoning district, but any change would have to go through another staff review and any additional impacts would have to be mitigated. With the relatively small size of the lots, it would be difficult for the more intense commercial uses to develop on the lot. The project meets all of the development standards and Design Guidelines for the Community Commercial zoning district.

### **MOTION 1: APPROVING THE PROJECT**

#### **ENVIRONMENTAL DETERMINATION**

I move that the Planning Commission adopt a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the findings contained in Draft Planning Commission Resolutions 2012-07 and 2012-08 and 12-09.

#### **MOTION RECOMMENDING THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT 2012-01 AND APPROVE REZONE 2012-01 AND MINOR DISCRETIONARY PERMIT 2012-09**

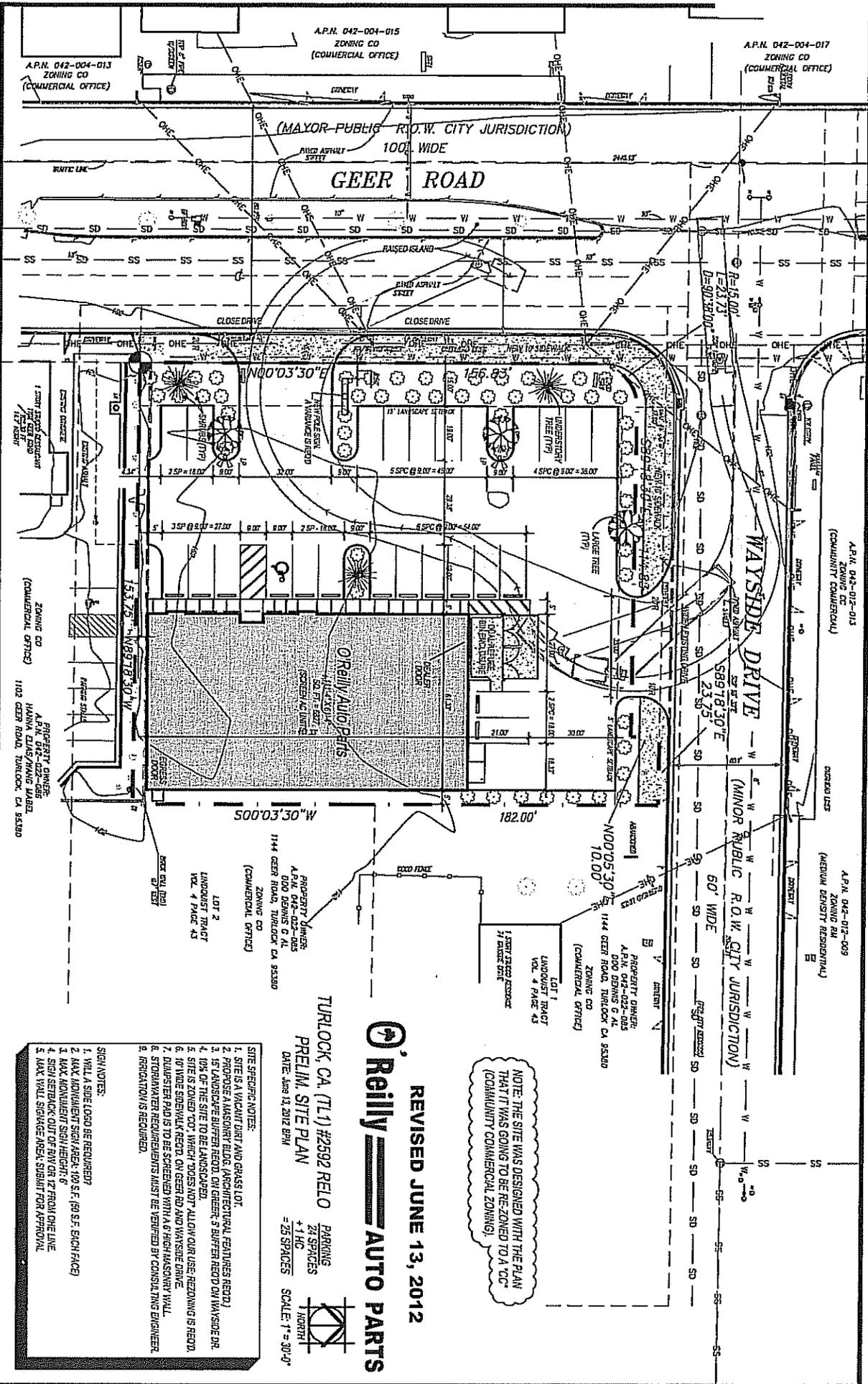
I move that the Planning Commission recommend the City Council adopt General Plan Amendment 2012-01 and approve Rezone 2012-01 and Minor Discretionary Permit 2012-09, having determined that the appropriate findings can be made, subject to the conditions contained in Draft Planning Commission Resolutions 2012-07, 2012-08 and 2012-09.

#### **ATTACHMENTS**

1. Site Plan and Elevations
2. Initial Study
3. Commercial Use Chart
4. Trip Estimates
5. Mitigation Monitoring Program

#### **EXHIBITS**

- A. Draft Planning Commission Resolution No. 2012-07 (*Adopting General Plan Amendment*)
- B. Draft Planning Commission Resolution No. 2012-08 (*Approving Rezone*)
- C. Draft Planning Commission Resolution No. 2012-09 (*Approving Minor Discretionary Permit*)



NOTE: THE SITE WAS DESIGNED WITH THE PLAN THAT IT WAS GOING TO BE RE-ZONED TO A 'CC' (COMMUNITY COMMERCIAL ZONING)

**O'Reilly** AUTO PARTS

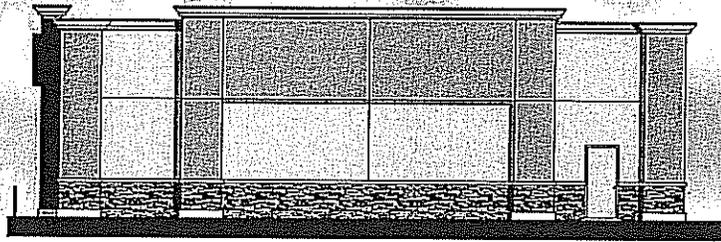
REVISED JUNE 13, 2012

TURLOCK, CA (TL1) #2592 RELO  
 PRELIM. SITE PLAN  
 DATE: June 13, 2012 BRN  
 PARKING 21 SPACES  
 1 NB  
 = 25 SPACES  
 SCALE: 1" = 30'-0"

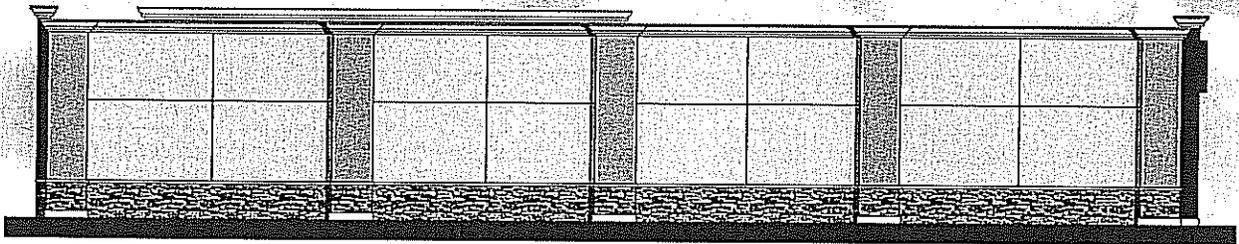
- SITE SPECIFIC NOTES:**
1. SITE IS A VACANT DIRT AND GRASS LOT.
  2. PROPOSE ANASCONY BLDG. (ARCHITECTURAL FEATURES REQ'D.)
  3. 15' LANDSCAPE BUFFER REQ'D. ON GREEN. 5' BUFFER REQ'D. ON WAYSIDE DR.
  4. 10% OF THE SITE TO BE LANDSCAPED.
  5. SITE IS ZONED 'CC' WHICH DOES NOT ALLOW OUR USE. REZONING IS REQ'D.
  6. 10' WIDE SIDEWALK REQ'D. ON GEER RD AND WAYSIDE DRIVE.
  7. DISASTER PLAN IS TO BE SCREENED WITH A 6' HIGH ANASCONY WALL.
  8. STORMWATER REQUIREMENTS MUST BE REVIEWED BY CONSULTING ENGINEER.
  9. IRRIGATION IS REQUIRED.
- SIGN NOTES:**
1. WALL A SIDE LOGO BE REQUIRED?
  2. MAX. MOVEMENT SIGN HEIGHT: 100 S.F. (60 S.F. EACH FACE)
  3. MAX. MOVEMENT SIGN HEIGHT: 6'
  4. SIGN SETBACK OUT OF R/W OR 12' FROM OHE LINE
  5. MAX. WALL SIGNAGE AREA. SUBMIT FOR APPROVAL



West



South



East



North



Turlock, CA



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

- Project Title:** GENERAL PLAN AMENDMENT 2012-01, REZONE 2012-01, MINOR DISCRETIONARY PERMIT 2012-09 (O REILLY AUTO PARTS)
- 1) Lead Agency Name and Address:** City of Turlock  
156 South Broadway, Ste. 120  
Turlock, CA 95380
- 2) Contact Person and Phone Number:** Katie Melson, Assistant Planner  
(209) 668-5640
- 3) Project Location:** 1144 & 1164 Geer Road  
  
APN 042-022-084 & 85
- 4) Project Sponsor's Name and Address:** O' Reilly Automotive Stores  
233 South Patterson  
Springfield, MO 65802
- 5) General Plan Designation:** APN 042-022-084 & 85: O (Office)
- 6) Zoning:** CO (Commercial Office)
- 7) Description of the Project:**

To Amend the General Plan designation from Office (O) to Community Commercial (CC) and Rezone the properties at 1144 and 1164 Geer Road, more accurately described as Stanislaus County APN 42-22-84 & 85, from Commercial Office (CO) to Community Commercial (CC) to allow for the development of a 6,827 square foot retail auto parts business. On-site paving, landscaping and parking will be constructed.

**8) Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)**

The site is located on the southeast corner of Geer Road and Wayside Drive. The subject site is bounded on the north by Wayside Drive, across Wayside Drive is a gas station, currently zoned Community Commercial, to the East of the site is two properties currently developed with houses, zoned for Commercial Office uses. To the south of the property is a restaurant on property also zoned for Commercial Office. The property is bound on the West by Geer Road, across Geer Road are a mix of commercial and residential uses on properties zoned for Commercial Office uses.

**9) Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).**

San Joaquin Valley Air Pollution Control District  
Regional Water Quality Control Board

**10) EARLIER ENVIRONMENTAL ANALYSES**

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. [Section 15183]

**a) Earlier analyses used.** (Available for review @ the City of Turlock – Community Development Services, 156 S. Broadway, Suite 120, Turlock, CA).

*City of Turlock General Plan, 1992 (Reviewed June 25, 2002 – City Council Resolution No. 2002-099)  
Turlock General Plan – MEA/EIR, 1992 (Turlock City Council Resolution No. 93-042)*



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

*Turlock General Plan MEA (Reviewed June 25, 2002 – City Council Resolution No. 2002-100)*  
*City of Turlock, Housing Element, Certified in 2003*  
*City of Turlock, Water Master Plan Update, 2003 (Carollo Engineers)*  
*Turlock Parks Master Plan, 1995 (Reviewed in 2003)*  
*City of Turlock, Waste Water Master Plan, 1991*  
*City of Turlock, Master Storm Drain Plan, 1995*  
*City of Turlock, Urban Water Management Plan, 2000*  
*Turlock Municipal Code*  
*City of Turlock Capital Facilities Fee Nexus Study (Turlock City Council Resolution No. 2004-047)*

- b) Impacts adequately addressed.** (Effects from the checklist below, were within the scope of, and adequately analyzed during an earlier document pursuant to applicable legal standards, and such effects were addressed by mitigation measures based on the earlier analysis).

*As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in this initial study. The intensity of the proposed development will result in project level impacts that are equal to, or of lesser severity, than those anticipated in the General Plan EIR, and they would not be different from cumulative effects anticipated by the Turlock General Plan EIR. Potential secondary environmental impacts from the project will be of equal or lesser severity than those identified in the General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and their respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.*

- c) Mitigation Measures.** (For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

*Project level impacts will be mitigated by application of mitigation measures identified in this initial study, and by appropriate conditions of approval. All cumulative environmental effects related to the ultimate development of the project area will be mitigated through compliance with the policies, standards, and mitigation measures of the Turlock General Plan and General Plan MEA/EIR, as well as the standards of the Turlock Municipal Code, and are herein incorporated by reference where not specifically identified.*

**The project is not located on a site which is included in one or more Hazardous Waste and Substance Site List, compiled pursuant to California Government Code Section 65962.5.**

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below ( X ) could be potentially affected by this project. However, these impacts would result in a less than significant on the environment by incorporating appropriate mitigation measures.

<b>X</b>	Aesthetics	<b>X</b>	Hazards & Hazardous Materials	<b>X</b>	Public Services
	Agricultural Resources	<b>X</b>	Hydrology/Water Quality	<b>X</b>	Recreation
<b>X</b>	Air Quality	<b>X</b>	Land Use/Planning	<b>X</b>	Transportation/Traffic
	Biological Resources		Mineral Resources	<b>X</b>	Utilities/Service Systems



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

X	Cultural Resources	X	Noise	X	Mandatory Findings of Significance
X	Geology/Soils		Population/Housing		

**RECOMMENDED FINDINGS:**

Pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15168(c)(1), the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

**DETERMINATION:** (To be completed by the Lead Agency)

On the basis of this initial evaluation:



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	<b>X</b>
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DEDCLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Katie Melson, Assistant Planner

Date



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

## EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
  - (a) Earlier Analysis Used. Identify and state where they are available for review.
  - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

- 9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>1. Aesthetics – Would the project:</b>				
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character of quality of the site and its surroundings?		X		
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		X		
<b>Response:</b>				
a) The project would have no effects on aesthetics by obstructing any scenic views or creating offensive public views. There are no scenic vistas located within the established planning area of the Turlock General Plan.				
b) No scenic resources currently exist on the site.				
c) The project would convert vacant, underutilized property to urban uses, thereby changing the existing visual character and quality of the site. The applicant is proposing to install landscaping to help minimize the aesthetic impacts. The design of the building must comply with the City of Turlock Design Guidelines. With mitigation, the potential visual impact is considered a less-than-significant impact as the magnitude of this impact is no greater than that anticipated by the Turlock General Plan and the Design Guidelines for the subject area. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any adverse aesthetic impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.				
d) The development of the proposed project area will produce additional light and glare from on-site lighting. However, the site is in an area that is currently developed with a variety of urban uses. All lighting proposed in conjunction with this development is subject to compliance with the City's regulations pertaining to lighting.				
<b>Sources:</b> [City of Turlock, General Plan, Land Use & Scenic Highways Elements, 1992; City of Turlock, Standard Specifications, Section 18; City of Turlock Beautification Master Plan, 2003]				
<b>Mitigation:</b>				
1. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not be come a source of glare for adjoining residential properties.				
2. Lighting shall be oriented to minimize impacts upon nearby residences.				
3. Sources of high illumination shall be separated from light-sensitive receptors.				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>2. Agriculture Resources</b> - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources agency, to non-agricultural use?				<b>X</b>
b) Conflict with existing zoning for agricultural use of a Williamson Act contract?				<b>X</b>
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				<b>X</b>
<b>Response:</b> a) The development of this proposed project would not result in a loss of prime farmland. The project site is located on property designated as "Urban and Built-Up Uses" on the 2000 Stanislaus County Important Farmland Map as compiled by the California Department of Conservation, Farmland Mapping and Monitoring Program.				
b) The site is zoned for urbanized uses and will not conflict with any agricultural zoning districts or land held in Williamson Act Contract.				
c) The site is located in a highly urbanized portion of the City with no adjacent agricultural uses.				
<b>Sources:</b> [CA Dept. of Conservation Farmland Mapping and Monitoring Program, City of Turlock, General Plan, Land Use Element, 1992 & Housing Element, 2003; City of Turlock, General Plan MEA/EIR, 1992; Turlock City Council Resolution 93-042]				
<b>Mitigation:</b>  None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>3. Air Quality</b> - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?		<b>X</b>		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?			X	
f) Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?		X		
g) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHGs?		X		
<p><b>Response:</b>  a) The project will neither conflict nor obstruct implementation of the 2007 PM10 Maintenance Plan, the 2007 Ozone Plan, or the 2008 PM2.5 Plan or related subsequent Progress Reports of these plans. SJVAPCD has established thresholds for ROG, NOx, PM 10 &amp; PM2.5 emissions. The Air District has determined the project is not expected to exceed the District's thresholds of significance of: 10 tons/year NOx, 10 tons/year ROG, and 15 tons/year PM 10 and would therefore have a less than significant impact. The following required Regulation VII measures and compliance with Rule 9510 will be required: 1. Water exposed surfaces twice daily, 2. Reduce speed on unpaved roads to less than 15 mph and 3. Manage haul road dust by watering twice daily. Furthermore, the mitigation measures contained in Turlock Area General Plan Environmental Assessment and Turlock City Council Resolution of Overriding Consideration (Council Resolution 93-042) are adequate to mitigate the air quality impacts from the proposed project. Pursuant to CEQA §15162, the project will not create any impacts which warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.</p>				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b), c), and d) See Section a) above.

Also, scientific study has concluded that global climate change is occurring, in large part due to greenhouse gas emissions. In response, a new focus has been placed on the California Environmental Quality Act (CEQA) as a means to analyze a project's greenhouse gas (GHG) emissions.

While the project will result in a net increase in Green House Gas emissions as it is developing a currently vacant site with a new commercial use, the implementation of the Best Management Practices required by the Air District through rule 9510 will reduce the emissions. Through implementing best performance standards the project can reduce the emissions and reduce the impact on air quality through project design elements or by payment of a mitigation fee. The project site is located within ¼ mile of an existing Class II and Class III bike lane, the design of the site provides pedestrian access that internally links all uses to the external streets, the buildings are placed in such a way that there are no barriers to pedestrian access, and it is within ¼ mile of the BLST bus line to encourage the use of other modes of transportation. The SJVAPD considers projects that implement best performance standards and reduce GHG emissions through any combination of GHG emission reduction measures including as a result of changes in building and appliance standards occurring sine 2002-2004 baseline period to have a less than significant individual and cumulative impact on global climate change.

e) The project may produce odors during the construction phase of development of the site; however, these impacts are short-term in nature and are anticipated to be of a less-than-significant impact. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.

f & g) See a & b

**Sources:** *San Joaquin Valley Unified Air Pollution Control District 2007 PM-10 Maintenance Plan, September 2007; 2007 Ozone Plan, April 30, 2007; 2008 PM-2.5 Plan; SJVAPCD's Guide For Assessing and Mitigating Air Quality Impacts (revised January 10, 2002); Turlock General Plan MEA/EIR, 1992, Turlock General Plan, Open Space & Conservation Element (Air Quality Section), 1992; Turlock General Plan, Transportation Element, 1992; Statement of Overriding Considerations (Turlock City Council Resolution 93-042) SJVUAPCD (June 2005) Air Quality Guidelines for General Plans, Air Quality and Greenhouse Gas Impact Analysis Report Turlock Fun Center.*



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

### **Mitigation:**

1. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.
2. The developer shall employ energy efficient design, including automated control systems for heating/air conditioning and energy efficiency beyond Title 24 requirements, lighting controls and energy-efficient lighting in buildings, increased insulation beyond Title 24 requirements, and light colored roof material to reflect heat.
3. Low nitrogen oxide (NOx) emitting and/or high efficiency water heaters shall be used in all construction.
4. The builder and/or developer shall comply with the SJVAPCD Compliance Assistance Bulletin for Fugitive Dust Control at construction sites.
5. Project development applicants shall be responsible for ensuring that all adequate dust control measures are implemented in a timely manner during all phases of project development and construction.
6. Construction activity plans shall include and/or provide for a dust management plan to prevent fugitive dust from leaving the property boundaries and causing a public nuisance or a violation of an ambient air standard.
7. Soils stabilization is required at all construction sites after normal working hours and on weekends and holidays, as well as on inactive construction areas during phased construction. Methods include short-term water spraying, and long-term dust suppressants and vegetative cover.
8. Construction equipment shall be equipped with particulate filters and/or catalysts, or proof shall be provided as to why it is infeasible.
9. Diesel engines shall be shut off while not in use to reduce emissions from idling. Minimize idling time of all other equipment to 10 minutes maximum.
10. Sandbags, or other erosion control measures, shall be installed to prevent silt runoff to public roadways from construction sites with a slope greater than one percent (1%).
11. Wheels on all trucks and other equipment shall be washed prior to leaving the construction site.
12. Wind breaks shall be installed at windward sides of construction areas.
13. Excavation and grading activities shall be suspended when winds exceed 20 mph.
14. The builder and/or developer shall limit areas subject to excavation, grading, and other construction activities at any one time.
15. The accumulation of mud or dirt shall be expeditiously removed from adjacent public streets at least once every 24 hours.
16. Alternative fuel construction equipment shall be used, where feasible.
17. Construction activities shall be curtailed during periods of high ambient pollutant concentrations. This may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways, including SR 99.
18. The builder and/or developer shall follow guidelines included in the California Air Resources Board (CARB) October 2000 publication, Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles.
19. The applicant shall install one or more of the following roofing technologies to the extent practicable to reduce energy consumption:
  - a. High albedo and low-emissive roofs (See <http://eetd.lbl.gov/coolroof/> for more information).
  - b. EPA "Energy Star" approved roofing materials; and
  - c. "Green Roof" Technology
20. Commercial development shall have the following design features:
  - a. Drought-tolerant landscaping, including parking lot trees per City of Turlock standards;
  - b. Pedestrian walkways and landscaping between the parking and building areas; and
  - c. Walkways and landscaping between roads and buildings.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

- 21. Building will be designed to be energy efficient. Buildings will be site to take advantage of shade, prevailing winds, landscaping and sun screens to reduce energy use.
- 22. Energy Star rated energy efficient heating and cooling systems, appliances and equipment, and control systems shall be installed as well as energy efficient lighting in parking and service areas (e.g. light emitting diodes)
- 23. To reduce water usage, the following measures shall be implemented:
  - a. Low flow, water saving appliances (i.e. toilets, dishwashers, shower heads, washing machines) shall be installed if provided by builder.
- 24. The project shall reuse and recycle construction waste (including, but not limited to, soil vegetation, concrete, lumber, metal, and cardboard).
- 25. The project shall provide interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas during operations.
- 26. Bike racks shall be installed to encourage alternative modes of transportation.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>4. Biological Resources - Would the project:</b>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?				X
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?				X



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

a) The proposed project would not have any direct effects on animal life by changing the diversity of species, number of species, reduce any rare or endangered species, introduce any new species, or deteriorate existing fish or wildlife habitat, nor would the project have any direct effects on wetlands; no wetlands have been identified in the area or have any direct effects on any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, nor impede the use of native wildlife nursery sites, and there are no anticipated conflicts with local policies and / or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Virtually all of the land within the urban boundaries of Turlock, as well as unincorporated land within the City's Sphere of Influence, has been modified from its native state, primarily converted into urban or agricultural production. As a result, there is no recorded evidence of the presence of rare or endangered animal species in the Turlock Planning Area, according to the U.S. Fish and Wildlife Service publication "Recovery Plan for Upland Species of the San Joaquin Valley, California." Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.

b), c), d), e), and f)  
See Section a) above.

**Sources:** [California Dept. of Fish & Game: Natural Diversity Data Base; California Native Plant Protection Act; U.S. Dept. of Agriculture: Land Capability Classification Maps; California Dept. of Conservation: Important Farmlands Maps & Monitoring Plan; Stanislaus County Williamson Act Contract Maps; Turlock General Plan, Open Space Conservation Element, 1992; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998]

**Mitigation:**

None required.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>5. Cultural Resources - Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?		X		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

a) The project would not alter or destroy any historic archaeological site, building, structure, or object, nor would it not alter or affect unique ethnic cultural values or restrict religious or sacred uses. The City has conducted a Cultural Survey as part of the preparation of the update to the present Turlock General Plan. As a result of many years of extensive agricultural production virtually all of the land in the Plan area has been previously altered from its native or riparian state. There are no known sites of unique prehistoric or ethnic cultural value. Pursuant to CEQA §15162, the project will not create any impacts which warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.

b), c)  
See Section a) above.

**Sources:** [Turlock General Plan, Land Use & Community Design Element, 1992; City of Turlock, Cultural Resources Survey, 1989]

**Mitigation:**

1. In accordance with State Law, if any historical resources are found during construction, work is to stop, and the City of Turlock and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find.
2. If previously unrecorded archaeological resources, as defined by State Law are discovered, construction activities shall be suspended and a qualified archaeologist shall be called to evaluate the find and to recommend proper action.
3. If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>6. Geology and Soils - Would the project:</b>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				<b>X</b>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				<b>X</b>
ii) Strong seismic ground shaking?				<b>X</b>
iii) Seismic-related ground failure, including liquefaction?				<b>X</b>



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?		X		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?		X		
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			X	
<p><b>Response:</b></p> <p>a) The proposed project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving any of the following: the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, including liquefaction, or landslides. The project will not result in substantial soil erosion or the loss of topsoil, be located on a geologic unit or soil that is unstable, be located on expansive soil, or have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems. There will be no unstable earth conditions, major changes in topography or ground surface relief features, no destruction or modification of any unique geologic/physical feature by the proposed project. There will be no exposure to any geologic hazards in the project area. Turlock is located in Seismic Zone 3 according to the State of California and the Alquist-Priolo Special Study Zones Act. All building permits are reviewed to ensure compliance with the California Building Code (CBC). In addition, the City enforces the provisions of the Alquist-Priolo Special Study Zones Act that limits development in areas identified as having special seismic hazards. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.</p>				
<p>b), c), &amp; d) See Section a) above.</p>				
<p>e) As a condition of approval, the development will be required to connect with the City of Turlock's waste water system and will not utilize any type of septic system.</p>				
<p><b>Sources:</b> [California Uniform Building Code, 2001; City of Turlock, Standard Specifications, Grading Practices; City of Turlock, Municipal Code, Title 8, (Building Regulations); City of Turlock, General Plan, Public Facilities &amp; Service, &amp; Conservation Elements, 1992]</p>				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Mitigation:**

1. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
2. The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.
4. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.
5. The project shall comply with all erosion control measures listed in the Air Quality, and Hydrology and Water quality sections of this document.
6. The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>7. Hazards and Hazardous Materials - Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?		X		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				<b>X</b>
<b>Response:</b>				
a) There is no anticipated risk of explosion or release of hazardous substances from the proposed project. No industrial uses are associated with the proposed project. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.				
b), c) See Section a. above.				
d) The project is not located on a site which is included in one or more Hazardous Waste and Substance Site List, compiled pursuant to California Government Code Section 65962.5.				
e) The project is not located within the planning area of the Stanislaus County Airport Land Use Plan.				
f) The project is not located within the vicinity of a private airstrip.				
g) Because of the nature of the use, there is no anticipated interference with emergency response or evacuation plans. Pursuant to CEQA §15162 and 15177(b)(2), the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.				
h) There are no wildland fire areas located within or adjoining the project site. Pursuant to CEQA §15162 and 15177(b)(2), the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.				
<b>Sources:</b> [City of Turlock, Draft Emergency Response Plan, 2004; Stanislaus County Airport Land Use Commission Plan, 1978; City of Turlock, General Plan, Safety Element, 1992; City of Turlock, Municipal Code, Title 8, (Building Regulations)]				
<b>Mitigation:</b>				
1. The project shall meet the fire protection standards established by the City. Typical standards include, but are not limited to: <ul style="list-style-type: none"> <li>• Sprinklers in buildings 5,000 square feet and larger;</li> <li>• On-site hydrants;</li> <li>• Adequate emergency access to buildings;</li> <li>• Hazardous materials plans.</li> </ul>				
<b>8. Hydrology and Water Quality – Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements?			<b>X</b>	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) Substantially degrade groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?		X		
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site.		X		
e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?		X		
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving				X
j) Flooding, including flooding as a result of the failure of a levee or dam?				X
ii) Inundation by seiche, tsunami, or mudflow?				X
<p><b>a) Development of the project area would not result in water quality or discharge violations. Development of the project area would result in changes in absorption rates, drainage patterns and the rate and amount of surface water runoff equal to the area of impervious surface created by building and paving. Upon development, the project will be required to connect to City utility systems, including water. Adequate open space areas around the project site will allow for groundwater recharge; there will be no significant net decrease in the underground aquifer volume. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the hydrology and water quality impacts associated with the project.</b></p>				
b), See above				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

c), Development of the project area would result in changes in absorption rates, drainage patterns and the rate and amount of surface water runoff equal to the area of impervious surface created by building and paving. City storm lines are available to this site, upon development the property will be required to tie into City storm. The project site is not located near surface, fresh or marine water bodies. Negligible or no effect is anticipated for surface, fresh, marine or ground waters from the project. There is negligible or no effect from the proposed project anticipated on water available for public water supplies. Any development that occurs as a secondary effect of this project is not permitted to occur within areas that are subject to inundation by 100-year flood events. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the hydrology and water quality impacts associated with the project.

d), e), f) See a) above.

g) The project will not result in the placement of housing within the 100-year floodplain. The project site is not located in a flood area, nor will development occur within areas that are subject to inundation by 100-year flood events.

h & i) See g) above

ii) See g) above. As the project site is not located near surface, fresh or marine water bodies there is no anticipated inundation.

**Sources:** [Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) for the City of Turlock dated May 14, 1981; City of Turlock, Master Storm Drain Plan, 1995; City of Turlock, Waste Water Master Plan, 1991; City of Turlock, Water Master Plan Update, 2003; City of Turlock, Municipal Code, Title 9, Chapter 2, Water Conservation Landscape Ordinance; Turlock City Council Resolution 93-042, Statement of Overriding Considerations, 1993]

### Mitigation:

1. The project will be required to connect to the City's Master Storm Drainage System.
2. The project will be required to comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality.
3. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system.
4. The incorporation of grassy swales and other best management practices are encouraged to filter storm water.
5. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
6. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
7. A spill prevention and cleanup plan shall be implemented.
8. The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches.
9. The incorporation of grassy swales and other best management practices are encouraged to filter storm water.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>9. Land Use Planning – Would the project:</b>				
a) Physically divide an established community?			X	
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?		X		
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?				X
<b>Response:</b>				
a) The proposed project will not physically divide an established community. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.				
b) The proposed project would require an amendment to the Turlock General Plan Diagram, and a land use re-designation from Office and Commercial Office to Community Commercial. As the change in land use designation would result in a change in the approved use of the site from commercial office to community commercial uses, the project would be required to implement mitigation measures to reduce all potential impacts to a less than significant level. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.				
c) The proposed project would not conflict with any applicable habitat conservation plan or natural communities' conservation plan. Virtually all of the land within the urban boundaries of Turlock, as well as unincorporated land within the City's Sphere of Influence, has been modified from its native state, primarily converted into urban or agricultural production. As a result, there is no recorded evidence of the presence of rare or endangered animal species in the Turlock Planning Area. According to the U.S. Fish and Wildlife Service publication "Recovery Plan for Upland Species of the San Joaquin Valley, California" there are no habitat conservation plans or natural communities' conservation plans for the subject area. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.				
<b>Sources:</b> [Turlock General Plan, Land Use Element 1992 & Housing Element, 2003; City of Turlock General Plan MEA/EIR, 1992; Turlock Municipal Code, Title 9, Chapter 3; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998]				
<b>Mitigation:</b>				
1. The project shall be developed according to the approved site plan, incorporating the mitigation measures in this Initial Study to reduce impacts from re-designating the property from Office to Community Commercial).				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

		Mitigation		
<b>10. Mineral Resources – Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
<b>Response:</b>				
a) Any development that may ultimately occur in the City does result in the utilization of natural resources (water, natural gas, construction materials, etc.); however, these resources will not be depleted by this project. No known mineral resources are on the project site. No development can be approved without adequate provisions for these resources. No minerals are known to exist on the project site, according to the Turlock General Plan MEA/EIR inventory. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.				
b) See a) above.				
<b>Sources:</b> [City of Turlock, General Plan, Conservation & Public Facilities Element, 1992,]				
<b>Mitigation:</b>				
None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>11. Noise – Would the project result in:</b>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

- a) The standards of Turlock's Noise Ordinance (TMC 9-2-300ART) are applicable to the development during construction and occupancy. Mitigation measures have been identified to reduce the effects of project construction activities on adjacent noise-sensitive land uses. In addition, the project is subject to the City's noise ordinance which prohibits construction on weekdays from 7:00 p.m. to 7:00 a.m., on weekends and holidays from 8:00 p.m. to 9:00 a.m. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the noise impacts associated with the project.
- b) There is no anticipated exposure to or generation of excessive groundborne vibration. The standards of Turlock's Noise Regulations would be applicable to the development during construction and occupancy. Noise impacts will be insignificant from this development. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the noise impacts associated with the project. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.
- c), d) See Section a) above.
- e) The project is not located within the planning area boundary of the Stanislaus County Airport Land Use Plan.
- f) See e) above.

**Sources:** [City of Turlock, General Plan, Noise Element, 1992; City of Turlock, Municipal Code, Title 9, Chapter 2, Noise Regulations; City of Turlock, Airport Master Plan, 199; Turlock General Plan, Transportation Element, 1992]

**Mitigation:**

1. Construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No construction will be permitted on Sundays.
2. All construction equipment used during construction shall be fitted with factory-equipped mufflers.
3. Staging areas for heavy equipment shall be located as far from residences as possible.
4. All unnecessary idling of internal combustion engines shall be prohibited.
5. All adjacent business, residences, and noise-sensitive land uses shall be notified of the construction schedule, in writing, prior to commencing construction activities, including any changes in the construction schedule that would extend the time period during which construction would occur.
6. A "disturbance coordinator" shall be designated who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site and include it in the notice sent to neighbors regarding the construction schedule.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
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## CITY OF TURLOCK INITIAL STUDY CHECKLIST

<b>12. Population and Housing</b> – Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
<b>Response:</b>				
a) The proposed project would not induce population growth in the area. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.				
b) The proposed project will not displace any housing. There are no existing residences on the site; it is entirely vacant.				
c) See b) above.				
<b>Sources:</b> [City of Turlock, General Plan, Land Use Element, 1992, & Housing Element, 2003; City of Turlock, General Plan MEA/EIR, 1992]				
<b>Mitigation:</b>				
None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>13. Public Services</b> – Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire Protection?		X		
b) Police Protection?		X		
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?		X		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

<p><b>Response:</b></p> <p>a) Development of the project area will require some additional fire and police services. The developer will be required to pay Capital Facilities Fees upon development, a portion of which is used to fund Fire and Police service capital improvements. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the public service impacts associated with the project.</p>
<p>b) See Section a) above.</p>
<p>c) Under the Leroy F. Greene School Facilities Act of 1998, the satisfaction by the developer of his statutory fee under California Government Code Section 65995 is deemed "full and complete mitigation" of school impacts. Therefore, mitigation of impacts upon school facilities shall be accomplished by the payment of the fees set forth established by the Turlock Unified School District.</p>
<p>d) Development of the project area with a commercial auto parts store will not result in an increased use of existing neighborhood or regional parks. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the public service impacts associated with the project.</p>
<p>e) Development of the project area will impact the maintenance of public facilities and could generate impacts to other governmental services. The City has prepared and adopted a Capital Facility Program that identifies the public service needs of roads, police, fire, and general government that will be required through build-out of the General Plan area. This program includes the collection of Capital Facility Fees from all new development. Development fees are also collected from all new development for recreational lands and facilities. Conditions of development will require payment of these fees and charges, where appropriate and allowed by law. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the public service impacts associated with the project.</p>
<p><b>Sources:</b> [Stanislaus County, Public Facilities Plan Update Final Report, 2003; City of Turlock, Capital Facility Fees Program, 2004, Turlock School District, School Facilities Fee Review &amp; Compliance Audit, 1990; City of Turlock, General Plan, Public Facilities Element, 1992]</p>
<p><b>Mitigation:</b></p> <p>1. Prior to the issuance of a building permit, the developer shall pay all applicable citywide and specific plan development impact fees.</p>

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>14. Recreation</b>				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		X	X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

a) Development of the project area would not result in a significant increase in use of existing neighborhood or regional parks. However, development fees are collected from all new development to provide additional park lands and facilities. Conditions of development will require payment of these fees and charges, land dedication, improvements, and / or in lieu fees will be collected at the time of final map approval or building permits, as applicable. Furthermore, the project is a recreational facility that will add a new place residents can go to recreate and take some impact off of the parks. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the public service impacts associated with the project.

b) See a) above.

**Sources:** [City of Turlock, General Plan, Open Space & Public Facilities Elements, 1992; City of Turlock, Municipal Code, Title 11, Subdivision & Recreation Impact Requirements]

**Mitigation:**

1. Prior to the issuance of a building permit, the developer shall pay all applicable citywide and specific plan development impact fees.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>15. Transportation/Traffic – Would the project:</b>				
a) Cause an increase in the traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?		X		
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X	
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			X	
e) Result in inadequate emergency access?				X
f) Result in inadequate parking capacity?			X	
g) Conflict with adopted policies or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

Currently the project site is designated Commercial Office, which would allow for a mix of business, medical and professional offices and personal services. General and Medical Office uses are permitted uses within the Commercial Office Zoning District. The City Engineer conducted a trip generation analysis for the project and concluded that the expected peak hour vehicle trips for the project would fall within the range of Medical Office uses. Therefore, the project is consistent with the General Plan assumptions for this property. The City Engineer therefore determined that the surrounding roads can safely and efficiently support the increase in vehicle trips. Mitigation measures have been identified to ensure that off-site improvements are constructed to address projected traffic levels. In addition, the City has adopted a Capital Facility Fee program with traffic improvements planned for build out of the General Plan. A condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund these circulation improvements required for cumulative impacts added by the development. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 93-042 are adequate to mitigate the transportation and traffic impacts associated with the project.

b) See a) above.

c) The project site is not located with the flight path of any private or public airstrips.

d) Installation of public rights-of way improvements along Geer Road and Wayside Drive will be required as a condition of approval for this project if any additional improvements are needed. Points of entry to the site shall be adequately spaced from the intersection to maximize public safety. Pedestrian path of travel shall be provided from between all buildings and from all buildings to the public right-of-way. The development will not result in a substantial increase in hazards to a design feature or incompatible uses as urban uses abut the project area on four sides and the developer shall install all right-of-way improvements to City of Turlock standards. There is no anticipated increase in vehicular or pedestrian hazards as a result of the proposed project.

e) The Turlock Fire Department reviews all development proposals for adequate emergency access. The project will either meet or exceed the Fire Department needs for emergency vehicle access throughout the project site.

See a) above.

e) The proposed project will not result in inadequate parking capacity. Additional development of the project site will generate demand for new parking. The City of Turlock Zoning Ordinance requires retail businesses to provide one parking space for every three hundred square feet of floor area. This would require twenty-three parking spaces to accommodate the use, twenty five spaces are proposed in conformance with the Municipal Code parking requirements and not creating an inadequate parking capacity.

g) The proposed development will not conflict with adopted policies or programs supporting alternative transportation. Internal pedestrian pathways will provide connection between the all of the buildings and the public way. Bicycle parking shall be provided. Route "A" of the City of Turlock's fixed-route bus system operates a stop within 800 feet of the subject site. In addition, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund alternative transportation improvements.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Sources:** [City of Turlock, Capital Improvement Program (CIP), 1999/2000; City of Turlock, General Plan, Transportation Element, 1992; City of Turlock, Airport Master Plan, 1991; StanCOG, Regional Transportation Plan, 2001; Stanislaus Assn. Of Governments, Regional Expressway Plan, 1991; Stanislaus Assn. Of Governments, Congestion Mgmt. Plan, 1992; City of Turlock, Municipal Code, Title 9, Chapter 2, Parking Requirements]

**Mitigation:**

1. Prior to the issuance of a building permit, the developer shall pay all applicable City of Turlock city wide and specific plan development impact fees.
2. Developer shall improve the Geer Road and Wayside Drive frontages to current City of Turlock standards.
3. All driveways on Geer Road shall be right in right out. No left turn (ingress and egress) cuts will be allowed in the existing medians.
4. The developer shall incorporate bike racks in accordance with the Turlock Municipal Code requirements.
5. A safe and accessible path of travel shall be provided from parking spaces to all buildings, between all buildings, and from the public way to all buildings.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>16. Utilities and Service Systems – Would the project:</b>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		X		
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		X		
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?		X		
e) Result in a determination by the wastewater treatment provider which services or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?		X		
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

<p><b>Response:</b></p> <p>a) The proposed project will not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. Sewer, or wastewater, systems are currently available to the site. The type of wastewater anticipated by the project is may be readily handled by the current waste water system. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan MEA/EIR.</p>
<p>b) The proposed project will not result in the need to construct a new water or wastewater treatment facility. The existing water and wastewater facilities which serve the City of Turlock are sufficient to serve this use.</p>
<p>c) The proposed project will not result in the need to construct new storm water drainage facilities or expansion of existing facilities. The project area is located within the boundaries of the City's Storm Drain Master Plan. As a condition of development, the applicant will be required to connect to this system. The storm drain system has sufficient capacity to handle the proposed development. Storm drain capacity calculations were done and found that park/basin located at the north-east corner of Crowell Road and Gettysburg is sufficient to accommodate the proposed project.</p>
<p>d) Water is currently available on site. The site utilizes all the usual utility systems. The anticipated amount of water necessary to service the site is well within the anticipated norms for the City of Turlock water system.</p>
<p>e) See a) and b) above.</p>
<p>f) The site will be a customer of the City's designated waste hauler, Turlock Scavenger. Sufficient capacity remains for the additional solid waste needs to support this project. The proposed project will comply with federal, state, and local statutes and regulations related to solid waste.</p>
<p>g) See f) above.</p>
<p><b>Sources:</b> [City of Turlock, Capital Improvement Program (CIP), 1999/2000; City of Turlock, General Plan, Public Facilities Element, 1992 &amp; Housing Element, 2003; City of Turlock, Water Master Plan Update, 2003; City of Turlock, Waste Water Master Plan, 1991; City of Turlock, Storm Drainage Master Plan, 1995]</p>
<p><b>Mitigation:</b></p> <ol style="list-style-type: none"> <li>1. Prior to the issuance of a building permit, the developer shall pay all applicable City of Turlock city wide and specific plan development impact fees.</li> <li>2. The developer and/or property owner shall provide written consent, as provided in Section 54715 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.</li> <li>3. The developer and/or property owner shall provide written consent, as provided in Section 22500 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.</li> </ol>

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
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## CITY OF TURLOCK INITIAL STUDY CHECKLIST

17. Mandatory Findings of Significance				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?		X		
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15168(c)(1), the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

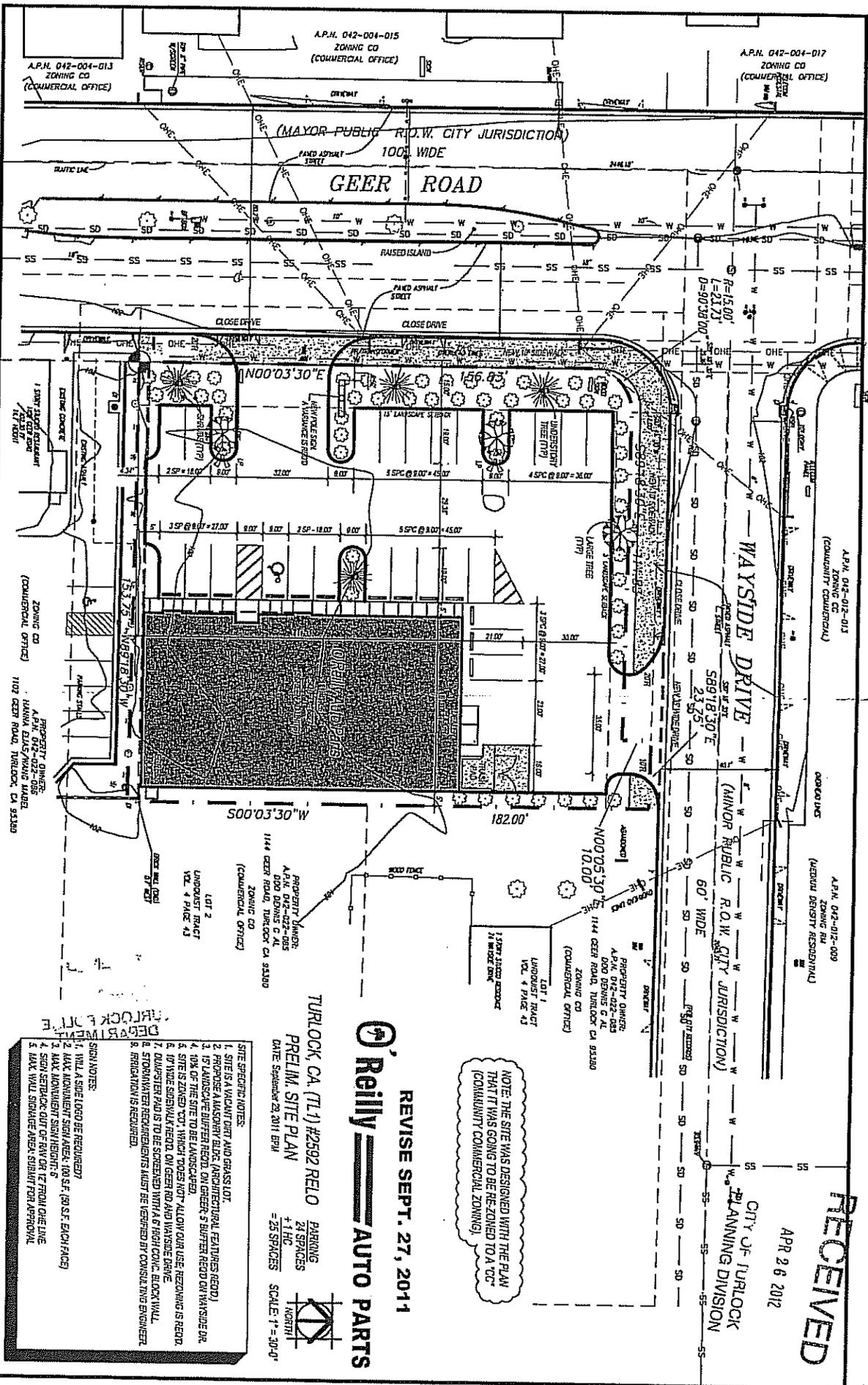
1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.



**RECEIVED**  
 APR 26 2012  
 CITY OF TURLOCK  
 PLANNING DIVISION

NOTE: THE SITE WAS DESIGNED WITH THE PLAN THAT IT WAS GOING TO BE RE-ZONED TO A "CC" (COMMUNITY COMMERCIAL ZONING).

REVISE SEPT. 27, 2011

**Rilly** AUTO PARTS

TURLOCK, CA (TL) #2592 RELO  
 PRELIM. SITE PLAN  
 DATE September 24, 2011 BVM  
 PARKING 23 SPACES  
 + 1 HC  
 = 23 SPACES  
 SCALE: 1" = 30'-0"

- SITE SPECIFIC NOTES:**
1. SITE IS A VACANT DIRT AND GRASS LOT.
  2. PROPOSE A MAINTENANCE BLDG. (ARCHITECTURAL FEATURES REQ'D)
  3. 15' LANDSCAPE BUFFER REQ'D. ON GEER'S BUTTER REQ'D ON WAYSIDE DR.
  4. 10% OF THE SITE TO BE LANDSCAPED.
  5. SITE IS ZONED "CC" WHICH DOES NOT ALLOW OUR USE. REZONING IS REQ'D.
  6. 10' WIDE SIGN/MARK REQ'D. ON GEER RD AND WAYSIDE DRIVE.
  7. OUTLETER PAV IS TO BE SCREENED WITH A 6' HIGH CONC. BLOCK WALL.
  8. SIGN/PAV REQUIREMENTS MUST BE VERIFIED BY CONSULTING ENGINEER.
  9. BRICK/PAV IS REQUIRED.

- SIGN NOTES:**
1. WALL & SIGN (O&D BE REQUIRED)
  2. MAKE MAINTENANCE SIGN HEIGHT 10'0" S.F. (30' S.F. EACH FACE)
  3. MAKE MAINTENANCE SIGN HEIGHT 5'
  4. SIGN SETBACK 10' OF SIGN OR 12' FROM CURB LINE
  5. SIGN SETBACK 10' OF SIGN OR 12' FROM CURB LINE
  6. MARK WALL SIGNAGE MARK SUBMIT FOR APPROVAL

PROPERTY OWNER:  
 A.P.N. 042-022-005  
 HANNA ELIAS/MASS TRADER  
 1102 GEER ROAD, TURLOCK, CA 95380

PROPERTY OWNER:  
 A.P.N. 042-022-005  
 C. M. AL  
 1144 GEER ROAD, TURLOCK, CA 95380

PROPERTY OWNER:  
 A.P.N. 042-022-005  
 1144 GEER ROAD, TURLOCK, CA 95380

PROPERTY OWNER:  
 A.P.N. 042-022-005  
 1144 GEER ROAD, TURLOCK, CA 95380

A.P.N. 042-012-013  
 ZONING CO  
 (COMMUNITY COMMERCIAL)

A.P.N. 042-012-009  
 ZONING RM  
 (RESIDENTIAL RESERVATION)

A.P.N. 042-004-013  
 ZONING CO  
 (COMMERCIAL OFFICE)

A.P.N. 042-004-015  
 ZONING CO  
 (COMMERCIAL OFFICE)

A.P.N. 042-004-017  
 ZONING CO  
 (COMMERCIAL OFFICE)



Small	P	NP	NP	NP	(1)
Group quarters					
Large	MDP	NP	NP	NP	(2)
Small	P	NP	NP	NP	(2)
Emergency shelter	CUP	CUP	CUP	NP	(2)
Caretaker unit	CUP	NP	NP	NP	(18)
<b>Public and Semipublic Uses</b>					
Clubs and lodges	MDP	MDP	CUP	NP	
Convalescent hospitals	MDP	NP	NP	NP	
Cultural institutions	P	P	P	P	
Day care centers	MDP	MAA	MAA	NP	
Government offices	P	P	P	NP	
Hospitals	CUP	CUP	CUP	NP	
Parking lots	MDP	MDP	MDP	MDP	
Public buildings and facilities	MDP	MDP	MDP	MDP	
Public utility service yards	NP	NP	MDP	NP	
Religious assembly	MDP	MDP	MDP	MDP	
Schools					
Trade	MDP	MDP	MDP	NP	
Public/private	MDP	MDP	MDP	NP	
Utilities					
Major	NP	NP	CUP	NP	
Minor	MDP	MDP	MDP	MDP	(3)
<b>Commercial Uses</b>					
Adult entertainment facilities	NP	NP	NP	NP	(4)
<b>Animal services</b>					
Animal boarding	CUP	MDP	MDP	NP	
Animal grooming	MDP	P	P	P	
Animal hospitals	CUP	MDP	MDP	MDP	
Animal retail sales	NP	P	P	P	(23)
Antique shops	NP	P	P	P	
Artists' studios	MDP	P	P	P	(19)
Automobile repair					
Major	NP	MDP	MAA	MAA	(6)(7)
Minor	NP	MAA	P	P	(6)(7)

Automobile sales and service	NP	MAA	MAA	MAA	(6)(7)
Automobile service stations	NP	MAA	MAA	MAA	(6)(7)
Automobile storage	NP	NP	MAA	NP	(6)(7)
Automobile washing	NP	MDP	MAA	MAA	(6)(7)
Bakeries					
Retail	MDP	P	P	P	
Wholesale	NP	NP	MDP	NP	
Bar	NP	CUP	CUP	CUP	
Building materials and services	NP	MDP	MAA	MDP	(8)(13)
Catering services	NP	P	P	NP	
Clinics	MDP	MDP	P	MDP	
Commercial filming	NP	MDP	P	NP	
Commercial recreation and entertainment	NP	CUP	CUP	CUP	(5)
Convenience gas mart	NP	MDP	MDP	MDP	
Dance hall/Nightclub	NP	CUP	CUP	CUP	
Discount club	NP	CUP	CUP	CUP	(21)(22)
Discount store	NP	MDP	MDP	CUP	(21)(22)
Discount superstore	NP	NP	NP	NP	(21)(22)
Entertainment, live (excluding adult entertainment)	NP	MDP	MDP	MDP	
Equipment sales, service and rentals	NP	NP	MAA	NP	(13)
Financial services	CUP	MDP	MAA	NP	(13)
Food and beverage sales					
Neighborhood store <2,500 sf	CUP	MAA	MAA	NP	
Between 2,500 and 10,000 sf	NP	MDP	MDP	NP	
Larger than 10,000 sf	NP	MDP	MDP	CUP	(21)(22)
Fortune telling	NP	CUP	NP	NP	(9)
Funeral and internment services	MDP	MAA	MAA	NP	
Health/recreation center	NP	MAA	MAA	MAA	

Hotels and motels	NP	MAA	MAA	MAA	(16)
Laboratories	MAA	MAA	MAA	NP	
Laundries					
Limited	MAA	P	P	NP	
Unlimited	NP	NP	P	NP	
Maintenance and repair services					
Major	NP	NP	MDP	NP	(13)
Minor	NP	MAA	MAA	NP	(13)
Nurseries	NP	MAA	MAA	NP	
Nursing homes	MDP	MDP	NP	NP	
Offices					
Business and professional	P	P	MAA	NP	
Medical and dental	P	P	MAA	NP	
Outdoor storage	NP	MDP	MDP	MDP	(13)
Personal services	MAA	P	P	NP	
Printing and publishing					
Limited	MDP	MAA	P	NP	
Unlimited	NP	NP	MDP	NP	
Recycling facility					(17)
Collection facility, large	NP	NP	MDP	NP	
Collection facility, small	NP	P	P	NP	
Processing facility	NP	NP	NP	NP	
Rental storage facility	NP	NP	MDP	NP	(20)
Research and development services	MDP	MDP	MDP	NP	
Restaurant	CUP	MAA	MAA	MAA	
Restaurant, drive-in	NP	MDP	MDP	MDP	
Restaurant, fast food	NP	MDP	MDP	MDP	
Retail sales	CUP	P	P	P	(10)(21)(22)
Salvage and wrecking operations					
Motor vehicle	NP	NP	CUP	NP	(15)
Non-vehicular	NP	NP	CUP	NP	(15)
Second hand stores	NP	MDP	MDP	NP	
Shopping centers	NP	MDP	MDP	CUP	

Travel trailer park	NP	NP	MDP	MDP	(16)
Truck terminal	NP	NP	MDP	CUP	
Warehousing	NP	NP	MDP	NP	
Industrial uses					
Commissary	NP	NP	MDP	NP	
Industry, limited	NP	NP	MDP	MDP	
Accessory Structures and Uses	P	P	P	P	(11)(13)
Temporary Uses	P	P	P	P	(12)
Nonconforming Uses	See Article 4 of Chapter <u>9-2</u> TMC, Nonconforming Structures and Uses.				

- (1) See TMC 9-2-110, Family day care home.
- (2) Small residential care facilities and interim housing serving six (6) or fewer people are considered accessory to a residence. Such facilities shall be designed to accommodate a group living environment.
- (3) Minor utilities shall not interfere with the use, enjoyment or aesthetics of adjacent uses.
- (4) See TMC 9-2-102, Adult entertainment facilities. Adult bookstores shall be subject to the same supplemental regulations applicable to adult entertainment facilities.
- (5) Commercial recreation and entertainment uses less than two thousand (2,000) square feet in floor area are allowed with a zoning certificate issued in accordance with Article 2 of Chapter 9-5 TMC, Zoning Certificates and Home Occupation Permits.
- (6) See TMC 9-2-112, Outdoor storage. In the CC District automobile servicing shall be conducted wholly within an enclosed building.
- (7) See TMC 9-2-104, Automobile service stations, repair and washing.
- (8) Building materials and service uses shall not abut an R District unless accessory to a retail use.
- (9) No fortune telling use shall be located any closer than within seven hundred fifty (750') feet of another fortune telling use.
- (10) Retail sales in the CO District shall be limited to eating and drinking establishments and pharmacies as accessory uses designed primarily but not exclusively to serve patrons and occupants of uses within the CO District.
- (11) See TMC 9-2-101, Accessory buildings and uses.
- (12) See Article 5 of Chapter 9-5 TMC, Temporary Uses of Land. Construction trailers may be located on the project site after required planning permits and approvals have

been obtained. The trailer(s) must be removed upon completion of the applicable construction project.

- (13) See TMC 9-2-112, Outdoor storage, and Article 5 of Chapter 9-5 TMC, Temporary Uses of Land.
- (14) Live entertainment, excluding adult entertainment, may be allowed in the CT District as an accessory use. A conditional use permit issued in accordance with Article 6 of Chapter 9-5 TMC, Conditional Use Permits and Variances, shall be obtained if the live entertainment is located within three hundred (300') feet of a residential use or an R District.
- (15) See TMC 9-2-117, Salvage and wrecking operations.
- (16) A conditional use permit issued in accordance with Article 6 of Chapter 9-5 TMC, Conditional Use Permits and Variances, shall be required if a hotel, motel or travel trailer park abuts an R District.
- (17) See TMC 9-2-116, Recycling facilities.
- (18) A caretaker unit may be permitted within a rental storage facility. All such residences shall be constructed to R-M District standards.
- (19) Artists' studios in the downtown area may also be a place of residence for the artist as a secondary use. Artists' studios must be compatible with adjacent uses and shall not be a nuisance regarding noise and dust.
- (20) See TMC 9-2-123, Rental storage facility.
- (21) See TMC 9-1-202 for the definitions of "Discount store," "Discount superstore," and "Discount club."
- (22) Except for a "Discount store" as defined by TMC 9-1-202, which shall require a conditional use permit issued in accordance with Article 6 of Chapter 9-5 TMC.
- (23) Retail sale of dogs and cats is prohibited in accordance with TMC 6-1-703. (Ord. 1154-CS, Amended, 08/25/11; 1130-CS, Amended, 11/12/09; 1083-CS, Amended, 05/10/2007; Ord. 1015-CS, Amended, 02/12/2004; Ord. 983-CS, Amended, 07/11/2002; Ord. 979-CS, Amended, 05/23/2002; Ord. 963-CS, Amended, 03/29/2001; Ord. 939-CS, Amended, 10/22/1998; Ord. 938-CS, Amended, 09/24/1998; Ord. 914-CS, Repealed & Replaced, 02/14/1997)
-

Data:	6827
Building SF per Design	6,827
Building SF/1000	6.827

	Trips Peak Hr PM (trips/1000 SF)	Trips Peak Hr PM Std Dev (trips/1000 SF)	Trips Peak Hr PM Low (trips/1000 SF)	Trips Peak Hr PM High (trips/1000 SF)	Calculated Trips Peak Hr PM Low (trips)	Calculated Trips Peak Hr PM High (trips)
General Office	1.49	1.37	0.12	2.86	0.82	19.53
Medical Office	4.45	1.49	2.96	5.94	20.21	40.55
Auto Parts Retail	6.44	2.72	3.72	9.16	25.40	62.54

Notes:

1. General and Medical Office are permitted uses within the current General Plan and Zoning designation.
2. Auto Parts Retail requires a General Plan Amendment and Rezone.
3. The expected Auto Parts Retail vehicle trips falls primarily within the Medical Office calculated vehicle trips.
4. Given my experience with the existing auto parts businesses, I feel that the expected vehicle trips will be on the low end and well with Medical Office expected vehicle trips. Therefore the existing CFF program does account for the traffic generation.

Calculated Trips Daily Trip Ends Low (trips)	Calculated Trips Daily Trip Ends High (trips)
8.19	195.25
202.08	405.52
253.96	625.35

in the



## MITIGATION MONITORING CHECKLIST

**PROJECT NAME:** General Plan Amendment 2012-01, Rezone 2012-01, Minor Discretionary Permit 2012-09 (O'Reilly Auto Parts)

**PROJECT LOCATION:** The property address is 1144 & 1164 Geer Road, Turlock; More particularly described as Stanislaus County Assessor's Parcel Number(s) 044-022-084 & 044-022-085.

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### MITIGATION MEASURES AND MONITORING PROGRAM

#### I. Aesthetics

The development of this project will produce additional light and glare from new parking lot and building lighting. In order to reduce lighting impacts to surrounding properties, this project shall include the following mitigation:

1. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.
2. Lighting shall be oriented to minimize impacts upon nearby residences.
3. Sources of high illumination shall be separated from light-sensitive receptors.

<i>Responsible Agency or Organization:</i>	Applicants, or successor in interest
<i>Implementation Schedule:</i>	Prior to issuance of building permit
<i>Verified By:</i>	Turlock Planning, Engineering and Building Divisions

#### II. Air Quality

In order to mitigate PM10 and PM2.5 emissions during construction, the following Regulation VIII measures shall be implemented:

1. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.
2. The developer shall employ energy efficient design, including automated control systems for heating/air conditioning and energy efficiency beyond Title 24 requirements, lighting controls and energy-efficient lighting in buildings, increased insulation beyond Title 24 requirements, and light colored roof material to reflect heat.
3. Low nitrogen oxide (NOx) emitting and/or high efficiency water heaters shall be used in all construction.
4. The builder and/or developer shall comply with the SJVAPCD Compliance Assistance Bulletin for Fugitive Dust Control at construction sites.
5. Project development applicants shall be responsible for ensuring that all adequate dust control measures are implemented in a timely manner during all phases of project development and construction.
6. Construction activity plans shall include and/or provide for a dust management plan to prevent fugitive dust from leaving the property boundaries and causing a public nuisance or a violation of an ambient air standard.
7. Soils stabilization is required at all construction sites after normal working hours and on weekends and holidays, as well as on inactive construction areas during phased construction. Methods include short-term water spraying, and long-term dust suppressants and vegetative cover.

8. Construction equipment shall be equipped with particulate filters and/or catalysts, or proof shall be provided as to why it is infeasible.
9. Diesel engines shall be shut off while not in use to reduce emissions from idling. Minimize idling time of all other equipment to 10 minutes maximum.
10. Sandbags, or other erosion control measures, shall be installed to prevent silt runoff to public roadways from construction sites with a slope greater than one percent (1%).
11. Wheels on all trucks and other equipment shall be washed prior to leaving the construction site.
12. Wind breaks shall be installed at windward sides of construction areas.
13. Excavation and grading activities shall be suspended when winds exceed 20 mph.
14. The builder and/or developer shall limit areas subject to excavation, grading, and other construction activities at any one time.
15. The accumulation of mud or dirt shall be expeditiously removed from adjacent public streets at least once every 24 hours.
16. Alternative fuel construction equipment shall be used, where feasible.
17. Construction activities shall be curtailed during periods of high ambient pollutant concentrations. This may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways, including SR 99.
18. The builder and/or developer shall follow guidelines included in the California Air Resources Board (CARB) October 2000 publication, Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles.
19. The applicant shall install one or more of the following roofing technologies to the extent practicable to reduce energy consumption:
  - a. High albedo and low-emissive roofs (See <http://eetd.lbl.gov/coolroof/> for more information).
  - b. EPA "Energy Star" approved roofing materials; and
  - c. "Green Roof" Technology
20. Commercial development shall have the following design features:
  - a. Drought-tolerant landscaping, including parking lot trees per City of Turlock standards;
  - b. Pedestrian walkways and landscaping between the parking and building areas; and
  - c. Walkways and landscaping between roads and buildings.
21. Building will be designed to be energy efficient. Buildings will be sited to take advantage of shade, prevailing winds, landscaping and sun screens to reduce energy use.
22. Energy Star rated energy efficient heating and cooling systems, appliances and equipment, and control systems shall be installed as well as energy efficient lighting in parking and service areas (e.g. light emitting diodes)
23. To reduce water usage, the following measures shall be implemented:
  - a. Low flow, water saving appliances (i.e. toilets, dishwashers, shower heads, washing machines) shall be installed if provided by builder.
24. The project shall reuse and recycle construction waste (including, but not limited to, soil vegetation, concrete, lumber, metal, and cardboard).
25. The project shall provide interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas during operations.
26. Bike racks shall be installed to encourage alternative modes of transportation.

*Responsible Agency or Organization:*

Applicants, or successor in interest

*Implementation Schedule:*

During construction

*Verified By:*

Turlock Engineering and Building Divisions, San Joaquin Valley Air Pollution Control District

### **III. Cultural Resources**

If, during construction, historical resources or human remains are discovered, the following mitigation shall be implemented:

1. In accordance with State Law, if any historical resources are found during construction, work is to stop, and the City of Turlock and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find.
2. If previously unrecorded archaeological resources, as defined by State Law are discovered, construction activities shall be suspended and a qualified archaeologist shall be called to evaluate the find and to recommend proper action.
3. If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.

*Responsible Agency or Organization:* Applicants, or successor in interest  
*Implementation Schedule:* During construction  
*Verified By:* Turlock Engineering and Building Divisions

### **IV. Geology and Soils**

To ensure the safety of the structure from the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, including liquefaction, or landslides.

1. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
2. The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.
3. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.
4. The project shall comply with all erosion control measures listed in the Air Quality, and Hydrology and Water quality sections of this document.
5. The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.

*Responsible Agency or Organization:* Applicants, or successor in interest  
*Implementation Schedule:* Prior to issuance of the Building Permit, during construction  
*Verified By:* Turlock Engineering, Planning and Building Divisions

### **V. Hazards and Hazardous Materials**

To ensure there are no significant safety impacts due to hazards and hazardous materials the following mitigation measures have been added to the project:

1. The applicant shall meet the fire protection standards established by the City. Typical standards include, but are not limited to:
  - Sprinklers in buildings 5,000 square feet and larger;
  - On-site hydrants;

- Adequate emergency access to buildings;
- Hazardous materials plans

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* Prior to issuance of the Building Permit, during construction

*Verified By:* Turlock Engineering, Planning and Building Divisions

## **VI. Hydrology and Water Quality**

In order to ensure the project does not have an impact on water quality, or impact the City's storm drain system the following mitigation measures have been added to the project:

1. The project will be required to connect to the City's Master Storm Drainage System.
2. The project will be required to comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality.
3. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system.
4. The incorporation of grassy swales and other best management practices are encouraged to filter storm water.
5. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
6. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
7. A spill prevention and cleanup plan shall be implemented.
8. The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches.
9. The incorporation of grassy swales and other best management practices are encouraged to filter storm water.

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* Prior to issuance of a grading permit, construction

*Verified By:* Turlock Engineering, Municipal Services, Planning and Building Divisions

## **VII. Land Use Planning**

In order to ensure the project does not have an impact on land use planning the following mitigation measures have been added to the project:

1. The project shall be developed according to the approved site plan, incorporating the mitigation measures in this Initial Study to reduce impacts from re-designating the property from Office to Community Commercial).

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* Prior to issuance of a grading permit

*Verified By:* Turlock Engineering, Planning and Building Divisions

## **VIII. Noise**

In order to ensure the project does not have an impact on noise levels around the project the following mitigation measures have been added to the project:

1. Construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No construction will be permitted on Sundays.
2. All construction equipment used during construction shall be fitted with factory-equipped

mufflers.

3. Staging areas for heavy equipment shall be located as far from residences as possible.

4. All unnecessary idling of internal combustion engines shall be prohibited.

5. All adjacent business, residences, and noise-sensitive land uses shall be notified of the construction schedule, in writing, prior to commencing construction activities, including any changes in the construction schedule that would extend the time period during which construction would occur.

6. A "disturbance coordinator" shall be designated who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site and include it in the notice sent to neighbors regarding the construction schedule.

### **IX. Public Services**

In order to ensure the project does not have an impact on public services the following mitigation measures have been added to the project:

1. Prior to the issuance of a building permit, the developer shall pay all applicable citywide and specific plan development impact fees.

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* Prior to issuance of a grading permit

*Verified By:* Turlock Engineering, Planning and Building Divisions

### **X. Transportation/Traffic**

In order to ensure the project does not have an impact on transportation and traffic the following mitigation measures have been added to the project:

1. Prior to the issuance of a building permit, the developer shall pay all applicable City of Turlock city wide and specific plan development impact fees.
2. Developer shall improve the Geer Road and Wayside Drive frontages to current City of Turlock standards.
3. All driveways on Geer Road shall be right in right out. No left turn (ingress and egress) cuts will be allowed in the existing medians.
4. The developer shall incorporate bike racks in accordance with the Turlock Municipal Code requirements.
5. A safe and accessible path of travel shall be provided from parking spaces to all buildings, between all buildings, and from the public way to all buildings.

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* Prior to issuance of a grading permit

*Verified By:* Turlock Engineering, Planning and Building Divisions

### **XI. Utilities and Service Systems**

In order to ensure the project does not have an impact on the utilities and service systems the following mitigation measures have been added to the project:

1. Prior to the issuance of a building permit, the developer shall pay all applicable City of Turlock city wide and specific plan development impact fees.
2. The developer and/or property owner shall provide written consent, as provided in Section 54715 of the California Government Code, to the levy of an assessment to finance the operation and



**DRAFT  
RESOLUTION NO. 2012-07**

**A RESOLUTION OF THE TURLOCK PLANNING COMMISSION  
RECOMMENDING THE CITY COUNCIL ADOPT  
GENERAL PLAN AMENDMENT 2012-01 (O' REILLY AUTO PARTS)**

**WHEREAS**, O' Reilly Auto Parts has submitted an application to the City of Turlock seeking authorization to amend the General Plan Designation for an approximately 0.347 and an approximately 0.267acre parcel, from Office to Community Commercial; and,

**WHEREAS**, the property affected by this Resolution is located at 1144 & 1164 Geer Road, Stanislaus County Assessor's Parcel Number (APN) 042-22-84 & 85; and,

**WHEREAS**, after public hearing held on July 19, 2012, the Planning Commission found and determined as follows:

1. That the proposed amendment conforms to the provisions and standards of the General Plan.
2. That the proposed amendment is consistent with the balance of the General Plan.
3. That the proposed amendment is necessary to implement the goals and objectives of the General Plan.
4. That the public necessity, convenience, and general welfare require the proposed amendment.
5. That the proposed amendment will not cause substantial environmental damage.

**NOW THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Turlock as follows:

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR and have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.

5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. The Planning Commission recommends that the City Council amend the General Plan Designation for APN: 042-022-084 & 85, an approximately 0.347 and an approximately 0.267 acre parcel, re-designating them from Office to Community Commercial, subject to the following conditions of approval:

1. This project shall be subject to the conditions set forth in Resolution No. 2012-08 and 2012-09, the City of Turlock Standard Conditions of Approval (Resolution No. 91-54), and the mitigation measures detailed in the CEQA Initial Study prepared for this project.

**I HEREBY CERTIFY** that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 19th day of July, 2012, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**  
**NON-VOTING:**  
**NOT PARTICIPATING:**

ATTEST: \_\_\_\_\_

DEBRA A. WHITMORE  
 DEPUTY DIRECTOR OF DEVELOPMENT SERVICES (PLANNING) &  
 SECRETARY OF THE TURLOCK PLANNING COMMISSION

**DRAFT  
RESOLUTION NO. 2012-08**

**A RESOLUTION OF THE TURLOCK PLANNING COMMISSION  
RECOMMENDING THE CITY COUNCIL ADOPT  
REZONE 2012-01 (O' REILLY AUTO PARTS)**

**WHEREAS**, O' Reilly Auto Parts has submitted an application to the City of Turlock seeking authorization to amend the Zoning Designation for an approximately 0.347 and an approximately 0.267acre parcel, from Commercial Office to Community Commercial; and,

**WHEREAS**, the property affected by this Resolution is located at 1144 & 1164 Geer Road, Stanislaus County Assessor's Parcel Number (APN) 042-22-84 & 85; and,

**WHEREAS**, after public hearing held on July 19, 2012, the Planning Commission found and determined as follows:

1. That the proposed rezoning is consistent with the General Plan.
2. That the proposed site is suitable for the type of potential development.
3. That the site is suitable for the intensity of the proposed use.
4. That the proposed rezoning will not cause substantial environmental damage.
5. That the public necessity, convenience and general welfare require the proposed amendment.

**NOW THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Turlock as follows:

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR and have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.

6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. The Planning Commission recommends the City Council amend the designation for APN: 042-022-084 & 85, an approximately 0.347 and an approximately 0.267 acre parcel, re-designating them from Commercial Office to Community Commercial, subject to the following conditions of approval:

1. This project shall be subject to the conditions set forth in Resolution No. 2012-07 and 2012-09, the City of Turlock Standard Conditions of Approval (Resolution No. 91-54), and the mitigation measures detailed in the CEQA Initial Study prepared for this project.

**I HEREBY CERTIFY** that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 19th day of July, 2012, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**  
**NON-VOTING:**  
**NOT PARTICIPATING:**

ATTEST: \_\_\_\_\_  
 DEBRA A. WHITMORE  
 DEPUTY DIRECTOR OF DEVELOPMENT SERVICES (PLANNING) &  
 SECRETARY OF THE TURLOCK PLANNING COMMISSION

**RECORDING REQUESTED BY:**  
CITY OF TURLOCK

**When Recorded Mail to:**

City of Turlock  
Community Development Services - Planning Division  
156 S. Broadway, Suite 120  
Turlock, CA 95380

This space reserved for Recorder's Office

**RESOLUTION NO. 2012-09**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE  
CITY OF TURLOCK APPROVING MINOR DISCRETIONARY PERMIT NO. 2012-09  
(1144 & 1164 Geer Road)**

**WHEREAS**, O Reilly Auto Parts is requesting the development of an approximately 6,827 square foot auto parts store on the vacant lots at 1144 & 1164 Geer Road, Stanislaus County Assessor's Parcel Numbers (APNs) 042-022-847 & 85); and

**WHEREAS** on-site parking landscaping and other improvements will be included in the proposal in conformance with the development standards and design guidelines established for the Community Commercial zoning district; and

**WHEREAS**, the approval of this Minor Discretionary Permit is contingent upon the approval of General Plan Amendment 2012-01 and Rezone 2012-01 to allow for the change in designation of the sites from Commercial Office to Community Commercial; and

**WHEREAS**, the City of Turlock adopts a Mitigation Monitoring Program, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the appropriate findings;

**NOW THEREFORE, BE IT RESOLVED**, after a public hearing held on July 19, 2012, the Planning Commission found and determined as follows:

**Section 1.** The Planning Commission hereby adopts a Mitigated Negative Declaration and Mitigation Monitoring Checklist (as the Mitigation Monitoring Program) having made the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.

5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. The Planning Commission hereby determines that all of the following findings can be made for Minor Discretionary Permit 2012-09 (1144 & 1164 Geer Road):

1. The proposal is consistent with the Turlock General Plan, the Zoning Ordinance and all other adopted plans for the site.
2. The proposal is in harmony with the existing or proposed development in the general area or neighborhood and will be compatible with adjacent structures and uses, including those on adjoining property.
3. The proposal is consistent with the development plan, terms, conditions, and / or intent of any planned development or conditional use permit currently in effect on the property.
4. Any structural elements contained within the proposal is of high quality design consistent with the intent of the City Design Element of the Turlock General Plan and the exterior design, appearance, materials, and colors will not cause the nature of the neighborhood to materially depreciate.
5. The proposal will not otherwise constitute a nuisance or be detrimental to the public safety, health and welfare of the neighborhood and community.

Section 3. That the Planning Commission of the City of Turlock recommends that, if the associated General Plan Amendment and Rezone requests are adopted, the City Council also approve Minor Discretionary Permit 2012-09 (1144 & 1164 Geer Road) subject to compliance with all applicable codes and ordinances, the CEQA Initial Study and the Mitigation Monitoring Checklist (or Program) prepared for this project, and subject to the terms and conditions set forth below. All conditions listed below shall be complied with prior to issuance of Certificate of Occupancy, or equivalent, unless otherwise stipulated.

#### **PLANNING (668-5640)**

1. This project shall be constructed in accordance with the revised site plan dated September 27, 2011, as amended, and the attached building elevations (attachment #1).

2. Minor amendments to the site layout and other conditions contained within this approval may be authorized by the Community Development Director on a case-by-case basis, provided that such amendments are consistent with the overall intent and purpose of the conditions contained herein.
3. The approval of Minor Discretionary Permit (O'Reilly Auto Parts) is contingent upon the approval of General Plan Amendment 2012-01 and Rezone 2012-01.
4. All "Standard Conditions of Approval" contained in Turlock Planning Commission Resolution 91-54 are conditions of approval for this project.
5. Pursuant to Turlock Municipal Code (TMC) §9-5-314.1 this approval shall expire one (1) year from the date of issuance, if construction has not begun or the use commenced. If requested prior to the date of expiration, the minor discretionary permit may be extended upon a finding of good cause when the applicant presents proof of unusual conditions not of his own making.
6. In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.
7. The project shall be developed consistent with the standards and uses established for the Community Commercial (CC) zoning district in TMC §9-3-300ART: *Commercial Districts* and the adopted Design Guidelines.
8. Deliveries to the site by large semi-trucks shall be limited to the hours of 10 p.m. and 6:00 a.m.
9. In accordance with TMC §9-2-115(c)(1) the trash and recycling enclosures shall comply with the City of Turlock Standards and Specifications for construction and materials. Each trash and recycling enclosure shall be designed to allow walk-in access without having to open the main enclosure gate. The property owner shall supply and maintain adequate bins and containers for recycling and waste disposal.
10. A minimum two (2) foot perimeter at the base of each enclosure wall shall be irrigated and planted with landscaping, including the use of evergreen vines.
11. All electrical, gas, telephone, cable television, and similar distribution lines, including existing distribution lines, providing immediate service to the site shall be installed underground within the site.
12. All above ground structures located, such as backflow protection devices, fire department connections and transformers, shall be located on the site to minimize visual impact and shall be screened from public view by landscaping approved by the City of Turlock Planning Division.
13. Bicycle racks, accommodating a minimum of three bicycles shall be installed on-site.
14. A landscape plan for the proposed new parking lot shall be submitted to the Engineering Division as part of the improvement plan submittal process. All parking areas shall comply with TMC 9-2-109. In particular, one (1) shade tree shall be provided for every five (5) parking spaces.

15. The existing trash and recycling enclosures, located in the parking lot at 1300 W. Main, shall remain in place, and are for the use of tenants in the 1200 W. Main St. building as well as tenants in the 1300 W. Main St. building. Any new trash/recycling receptacles require enclosures, which shall be approved by the Planning Division prior to construction.
16. All HVAC units, trash/recycle/refuse compactors and other mechanical equipment shall be screened from public view and adjacent properties, including adjoining rights-of-way, in accordance with TMC § 9-2-118. The method of screening such equipment shall be architecturally integrated into the main structure in terms of design, materials, colors, shape and size. Prior to issuance of the building permit, this requirement shall be verified through review of construction plans.
17. Fully detailed landscape and irrigation plans shall be submitted to the Engineering Division for review and approval prior to the installation of any landscaping material or irrigation system and prior to the issuance of any building permits. All landscaping and irrigation systems shall be installed in accordance with the standards of TMC §9-2-109.
18. All landscaping and irrigation shall comply with the State Model Water Efficient Landscape Ordinance.
19. In accordance with TMC §9-2-109, all landscape planter beds shall be a minimum of five (5) feet in depth and width.
20. All planting areas shall be protected with raised concrete curbs.
21. An average three (3) foot high [minimum 2½ foot and maximum 3½ foot] continuous screen shall be installed between all parking areas and public streets. A screen shall consist of one or any combination of the following: a) walls; b) landscaped berms; c) fences; and / or d) plant materials.
22. Deciduous non-fruiting trees shall be incorporated into the planting plan within the parking lot and around the building to provide shade relief from the summer sun.
23. A variety of plant types and species shall be incorporated into the planting scheme to provide interest and color. No one (1) species of plant shall exceed 20 percent (20%) of the plant material. Turf shall be limited to 25 percent (25%) of the total landscaped area.
24. All planting areas shall include a three (3) inch top dressing of an organic mulch or equivalent material. Mulches shall be reapplied as part of a regular maintenance program to reduce evaporation, soil compaction, and weeds.
25. A total of 23 on-site parking spaces are required according to the parking ratio of 1 parking space 300 square feet of floor area.
26. All parking spaces shall comply with dimensional standards for the City of Turlock. Standard parking spaces measure 9 feet x 19 feet and compact spaces measure 7½ feet x 15 feet. No more than 30 percent, or 4 spaces, of the required parking spaces may be compact spaces.
27. Wheel stops and striping are required.
28. Parking lot shade trees shall be installed along all parking areas in accordance with TMC §9-2-109: one shade tree per five (5) parking spaces. Parking lot shade trees shall be planted in landscape islands within the parking lot. Tree spacing shall be such that every tree trunk is within 30 feet of the trunk of a tree.
29. Limit intensity, shield and/or situate all on-site lighting such that light does not spill over

to adjacent properties.

30. All lighting fixtures must be shielded to confine light spread within the site boundaries.
31. Security lighting fixtures shall not project above the fascia or roofline of the building and are to be shielded.
32. Lights shall be placed to direct and control glare.
33. Lighting sources shall be thoughtfully located and shall have cut-off lenses to avoid light spillage and glare on adjacent properties.
34. Provide directional shielding for street and parking lot lighting.
35. No signs have been approved as part of this permit. All signage shall comply with the provisions established in the Turlock Municipal Code (TMC 9-2-500 ART) and the General Sign Guidelines contained in the City of Turlock's adopted Design Guidelines, as required by TMC §9-5-1002 and shall obtain the appropriate permits.
36. Pole signs and cabinet signs are prohibited.
37. Freestanding signs shall incorporate the design, materials, textures and colors utilized on the permanent structure located on the site. All building signage shall be composed of individual pan channel letters or equivalent. Exposed raceways and changeable copy are prohibited.
38. Temporary promotional signs, e.g. banners, may be permitted subject to first obtaining a sign permit from the Planning Division. No more than one temporary promotional sign shall be displayed.
39. Temporary promotional signs shall be displayed for no more than 14 days in a row and not to exceed a total of 60 days in one calendar year.
40. Construction will still be limited to the hours allowed in the Municipal Code of 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 8:00 p.m. on weekends. A "disturbance coordinator" shall be designated who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site and include it in the notice sent to neighbors regarding the construction schedule. The standards of Turlock's Noise Ordinance (TMC 9-2-300ART) are applicable to the development during construction and occupancy.

## **ENGINEERING SERVICES (668-5520)**

41. Prior to the issuance of a building permit, the developer shall provide written consent, as provided in Section 54715 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.
42. Provide written consent prior to the issuance of a building permit, as provided in Section 22500 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.
43. Prior to the issuance of a building permit, developer shall execute a lot line adjustment or parcel map to merge the parcels.
44. The developer shall pay all City of Turlock city wide and specific plan development impact fees prior to issuance of the building permit.
45. An encroachment permit is required for all off-site work. Please submit a cost estimate for all off-site work, liability insurance listing the City of Turlock as additionally insured, as well as (6) sets of improvement plans for review and approval.
46. Developer shall install full frontage improvements along Geer Rd. and Wayside Dr. per the City Standard Specifications and Drawings: 10' wide commercial sidewalk, a commercial driveway approach per detail C-6 or C-7 and street trees in 4'x6' tree wells spaced 30'-35' apart.
47. Any existing or new water services shall be fitted with backflow prevention devices.
48. Developer shall procure a grading permit from the City of Turlock for all on-site (Non-Structural) work. Please submit a cost estimate for all on-site work, as well as (6) sets of civil improvement plans including an erosion control plan and landscaping plans meeting the Water Efficiency Landscape Ordinance for review and approval.
49. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on if in the City Engineer's opinion the integrity of the roadway has been compromised by utility cuts and/or construction practices. Asphalt oil shall be PB 70-10.
50. All trenching in existing public pavement must be repaved per city standard T-1 unless approved by the City Engineer.

## **FIRE SERVICES (668-5580)**

51. The project shall be required to meet the 2007 California Fire Code, National Fire Code (NFPA), 2007 California Mechanical Code, and the City of Turlock Municipal Code.. THIS IS NOT A PLAN REVIEW. Additional requirements may be applicable upon Fire Dept. review of building plans.
52. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt or concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.
53. Address numerals shall be a *minimum* of 6" tall, contrast with background, be clearly visible from the primary roadway and be illuminated either internally or externally between dusk and dawn daily.

54. Permanent all weather signage shall be installed: (minimum 3" letters/numbers)
  - a. MAIN ELECTRICAL DISCONNECT
  - b. MAIN GAS SHUT OFF
  - c. FIRE CONTROL ROOM
  - d. FDC (address numerals)
  - e. ELECTRICAL ROOM
55. Two Locking FDC plugs (2 – 2 1/2") shall be installed. Plugs may be ordered at [www.knoxbox.com](http://www.knoxbox.com) or by visiting our office.
56. On-site fire hydrant required. Location and number to be determined at civil plan review. Fire hydrant shall be within 75 feet of the FDC.
57. Fire sprinklers shall be required if any portion of a building is located more than 140 feet from the flow line. Four (4) sets of fire sprinkler plans, architectural plans and calculations shall be submitted by a licensed C-16 fire sprinkler contractor to the Fire Department in accordance with NFPA 13 and City of Turlock Municipal Code.
58. On-site fire hydrant required. Location and number to be determined at civil plan review. Fire hydrant shall be within 75 feet of the FDC.
59. Four (4) sets of fire alarm system plans shall be submitted to fire department by a licensed C-10 fire alarm professional. System shall be U.L certified and monitored by a U.L. central station for the life of the building. U.L. certificate required at final.
60. Fire extinguishers with a minimum rating of 2-A:10-B:C shall be provided such that no point in the building is further than 75-foot travel distance to an extinguisher. Extinguishers shall be mounted on the wall or in cabinets, such that the top of the extinguisher is no more than four (4') feet above floor level.
61. Electrical disconnect shall be accessible from the exterior of the building or in a secure electrical room that opens directly to the outside. Disconnect or electrical room will be identified with an approved all weather sign.
62. Fire lane requirements shall be met. Fire lanes shall be painted throughout project, and shall read, "No Parking, Fire Lane."

#### **MUNICIPAL SERVICES (668-5590)**

63. Street trees shall be installed in the sidewalk in accordance with City of Turlock standards (TMC §7-7-500 and §9-2-109(8)(ii)). The variety of street tree to be installed is Chinese Pistache, "Keith Davey" variety. Any variation from the above listed street tree requirement must first be approved by the City of Turlock Municipal Services. The property owner or developer shall contact the City of Turlock Municipal Services at 668-5590 for review of tree layout and inspection prior to installation of street trees.
64. The property owner shall be responsible for providing water/sewer/G.I. for all tenants. If the property owner will not be the responsible party for these services, the property owner/developer shall contact City of Turlock

Municipal Services at 668-5590 to establish an acceptable agreement/organization to be responsible for providing such services.

65. Prior to issuance of a building permit, water and sewer utilities shall be reviewed and approved by Municipal Services (668-5590).
66. Prior to issuance of a building permit, the property owner/developer shall contact City of Turlock Municipal Services at 668-5590 to determine whether a grease interceptor shall be required. If required, the grease interceptor shall be incorporated into the building plans, prior to the issuance of a building permit.
67. Prior to issuance of a building permit, storm water facilities shall be reviewed and approved by Municipal Services (668-5590)

#### **BUILDING DIVISION (668-5560)**

68. The project shall provide an accessible path of travel from the building to the public right of way.
69. A building permit shall be obtained.

#### **SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (DAVID MC DONOUGH 559-230-5920)**

70. The project would be subject to District Rule 9510 (Indirect Source Review). Information on how to comply with District Rule 9510 can be found online at: <http://www.valleyair.org/ISR/ISRHome.htm>.
71. The project may also be subject to Regulation VIII (Fugitive PM10 Prohibitions), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations).
72. In order to identify other District rules or regulations that apply to this project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance Office at (559) 230-5818. Current District rules can be found at: [www.valleyair.org/rules/1ruleslist.htm](http://www.valleyair.org/rules/1ruleslist.htm).

#### **TURLOCK IRRIGATION DISTRICT**

73. Utility maps show an existing overhead 12kV distribution power line along the east side of Geer Road. The owner/developer must apply for a facility change for any pole or electrical facility relocation. Facility changes are performed at developer's expense.

**I HEREBY CERTIFY** that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 19th day of July, 2012, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**NOT PARTICIPATING:**

ATTEST: \_\_\_\_\_

DEBRA A. WHITMORE

DEPUTY DIRECTOR OF DEVELOPMENT SERVICES (PLANNING) &  
SECRETARY OF THE TURLOCK PLANNING COMMISSION



## Council Synopsis

8A  
August 28, 2012

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

Prepared by: Nathan Bray, PE  
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of \$382,671 (Fund 215) with George Reed, Inc., of Modesto, California for City Project Number 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road"

Motion: Awarding bid and approving an agreement in the amount of \$359,183.50 (Fund 215) with George Reed, Inc., of Modesto, California for City Project Number 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue"

### 2. DISCUSSION OF ISSUE:

On August 14, 2012, two (2) bids were received for City Project Numbers 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road" and 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue." George Reed, Inc. of Modesto, California, was the lowest responsible bidder with a bid in the amount of \$741,854.50.

Bid Summary:

COMPANY NAME	0740 Bid Amount	0870 Bid Amount	Total Bid Amount
George Reed, Inc.	\$382,671	\$359,183.50	\$741,854.50
Grover Landscape Services	\$423,442	\$359,540.05	\$782,982.05

The low bid was determined by the summation of the two projects totals. Both projects will be tracked and constructed separately; although the construction will occur simultaneously and by the same contractor.

Through the Federal RSTP program, the City has been awarded \$796,000 for these two projects. These are funds the City applied for 6+ years ago and have taken a long time to come to fruition, but are ready to be spent on construction. Although these dollars come from the RSTP program, they are specifically for transportation

enhancements (i.e. landscaping, beautification, etc.) and cannot be used for road repair, pedestrian improvements or other functions that most RSTP funds can be used for.

The City has concluded the Turlock Beautification Master Plan which guides the beautification development of the Golden State Boulevard corridor as well as the interchanges with freeway 99. These projects that utilize the RSTP funds have been designed in accordance with the Turlock Beautification Master Plan and will install landscaping in the median on Golden State Boulevard between Christoffersen Parkway and Monte Vista Avenue. These projects have been designed in accordance with the State Model Water Efficient Landscape Ordinance.

**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 is consistent with the following Strategic Plan Initiatives:

**Strategic Plan Initiative D. Municipal Infrastructure**

**Goal(s):** a. Identify avenue to address current deficiencies (grants):

iv) Streets/Roadways

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

**Goal(s):** b. Continue use of Specific and Master Plans

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

**Fiscal Impact:**

Project #0740, "Landscape Golden State from Christoffersen to Roberts"

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$496,000	\$382,671	\$38,267.10	\$57,400.65	\$17,661.25

The project total is \$496,000 as identified above of which \$423,473.30 are federal CMAQ funds and the remainder \$72,526.70 is funded from Capital Facility Fees. The approved FY 12/13 budget contains a transfer of \$63,805 from fund 305-40-440.48001\_103 to Fund 215-40-420.38001\_103. An additional \$8,722 from fund

305-40-440.51270 needs to be transferred to complete the necessary funding required for project 0740.

Project #0870, "Landscape Golden State from Roberts to Monte Vista"

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$449,200	\$359,183.50	\$35,918.35	\$35,918.35	\$18,179.80

The project total is \$449,200 as identified above of which \$331,000 are federal CMAQ funds and the remainder \$118,200 is funded from Capital Facility Fees. The approved FY 12/13 budget contains a transfer of \$44,274 from fund 305-40-440.48001\_102 to Fund 215-40-420.38001\_102. An additional \$73,926 from fund 305-40-440.51270 needs to be transferred to complete the necessary funding required for project 0870.

With the above transfers, there are sufficient funds in account Number 215-40-420.51210 "Federal Street Projects" to account for the project expenses.

No General Fund money will be used for this project.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

The project is exempt from a CEQA determination in accordance with Section 15304(b) "Minor Alterations to Land: New gardening or landscaping including the replacement of existing conventional landscaping with water efficient fire resistant landscaping."

In accordance with 23 CFR 771.117, and based on an examination of this project and supporting information, the State of California Department of Transportation has determined this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment or Environmental Impact Statement. This project is categorical exempt under Section 6004 of 23 CFR 771.117(c): activity (c)(7).

**7. ALTERNATIVES:**

- A. Reject all bids submitted for this project. Staff does not recommend this alternative because these federal RSTP funds are available and may only be spent on this project. If the bids are rejected, the City will lose all of the federal funding.

# CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Landscape Golden State Blvd. median  
PROJECT NUMBER: 0740  
BID OPENING: August 14, 2012  
2:00 P.M.

ANTICIPATED COUNCIL AWARD DATE: August 28, 2012

1 2

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.			George Reed, Inc.			Grover Landscape Services		
				Unit Price	Total	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	LS	1	\$23,152.11	\$23,152.11	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00			
2	Demolition	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$9,000.00	\$9,000.00			
3	Earthwork	LS	1	\$75,000.00	\$75,000.00	\$55,000.00	\$55,000.00	\$70,000.00	\$70,000.00			
4	Clear and Grub	LS	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$2,700.00	\$2,700.00			
5	Traffic Control	LS	1	\$15,500.00	\$15,500.00	\$7,500.00	\$7,500.00	\$15,750.00	\$15,750.00			
6	Remove Existing Striping and markings	LS	1	\$1,200.00	\$1,200.00	\$1.00	\$1.00	\$525.00	\$525.00			
7	Grinding	SY	1,780	\$1.50	\$2,670.00	\$2.50	\$4,450.00	\$3.65	\$6,497.00			
8	Vertical Curb	LF	2,324	\$15.00	\$34,860.00	\$10.00	\$23,240.00	\$11.50	\$26,726.00			
9	Aggregate Base	CY	208	\$70.00	\$14,560.00	\$60.00	\$12,480.00	\$65.00	\$13,520.00			
10	Hot mix asphalt	TN	1,050	\$70.00	\$73,500.00	\$65.00	\$68,250.00	\$110.00	\$115,500.00			
11	Striping	LS	1	\$2,100.00	\$2,100.00	\$1,750.00	\$1,750.00	\$1,600.00	\$1,600.00			
12	Connection to water system	LS	1	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$12,586.00	\$12,586.00			
13	Landscaping System	LS	1	\$75,000.00	\$75,000.00	\$81,000.00	\$81,000.00	\$59,826.00	\$59,826.00			
14	Irrigation System	LS	1	\$120,000.00	\$120,000.00	\$91,000.00	\$91,000.00	\$79,212.00	\$79,212.00			
<b>Total =</b>					<b>\$463,042.11</b>		<b>\$382,671.00</b>		<b>\$423,442.00</b>			

# CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Landscape Golden State Blvd. median  
PROJECT NUMBER: 0870  
BID OPENING: August 14, 2012  
2:00 P.M.

ANTICIPATED COUNCIL AWARD DATE: August 28, 2012

1

2

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.			George Reed, Inc.			Grover Landscape Services		
				Unit Price	Total		Unit Price	Total		Unit Price	Total	
1	Mobilization	LS	1	\$21,843.45	\$21,843.45		\$5,000.00	\$5,000.00		\$10,000.00	\$10,000.00	
2	Demolition	LS	1	\$15,000.00	\$15,000.00		\$24,000.00	\$24,000.00		\$9,000.00	\$9,000.00	
3	Earthwork	LS	1	\$75,000.00	\$75,000.00		\$65,000.00	\$65,000.00		\$80,000.00	\$80,000.00	
4	Clear and Grub	LS	1	\$7,500.00	\$7,500.00		\$7,500.00	\$7,500.00		\$3,100.00	\$3,100.00	
5	Traffic Control	LS	1	\$15,500.00	\$15,500.00		\$7,500.00	\$7,500.00		\$15,570.00	\$15,570.00	
6	Remove Existing Striping and markings	LS	1	\$1,200.00	\$1,200.00		\$1.00	\$1.00		\$525.00	\$525.00	
7	Grinding	SY	1,867	\$1.50	\$2,800.50		\$2.50	\$4,667.50		\$3.65	\$6,814.55	
8	Vertical Curb	LF	2,141	\$15.00	\$32,115.00		\$10.00	\$21,410.00		\$11.50	\$24,621.50	
9	Aggregate Base	CY	108	\$70.00	\$7,560.00		\$60.00	\$6,480.00		\$100.00	\$10,800.00	
10	Hot mix asphalt	TN	975	\$70.00	\$68,250.00		\$65.00	\$63,375.00		\$110.00	\$107,250.00	
11	Striping	LS	1	\$2,100.00	\$2,100.00		\$1,750.00	\$1,750.00		\$1,600.00	\$1,600.00	
12	Connection to water system	LS	1	\$3,000.00	\$3,000.00		\$7,500.00	\$7,500.00		\$100.00	\$100.00	
13	Landscaping System	LS	1	\$75,000.00	\$75,000.00		\$75,000.00	\$75,000.00		\$56,508.00	\$56,508.00	
14	Irrigation System	LS	1	\$110,000.00	\$110,000.00		\$70,000.00	\$70,000.00		\$33,651.00	\$33,651.00	
<b>Total =</b>					<b>\$436,868.95</b>			<b>\$359,183.50</b>			<b>\$359,540.05</b>	

# AGREEMENT

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## FOR PUBLIC IMPROVEMENT

Project No. 0740

Landscape Golden State Blvd. Median from Christoffersen Ave. to Roberts Rd.  
RPSTPLE-5165(051)

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

George Reed Inc  
P.O. Box 4760  
Modesto, CA 95352

hereinafter called "Contractor" on this 28th day of August, 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 August 28, 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: clearing and grubbing, import material, grinding HMA, installing vertical curb, installing landscaping and irrigation, placing hot mix asphalt and minor 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. 0740, "Landscape Golden State Blvd. Median from Christoffersen Ave. to Roberts Rd. RPSTPLE-5165(051)."**

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 **Three Hundred Eighty Two Thousand Six Hundred Seventy One and NO/100ths Dollars (\$382,671.00)**. 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 **Sixty-five (65)** 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 **Five Hundred and no/100ths Dollars (\$500.00)** 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. Change Of Contract Price:**

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions

in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or

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

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

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

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

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

**17. Change Of Contract Time:**

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

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or

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

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

**18. Inspection And Testing Of Materials:**

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

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

**19. Permits And Care Of The Work:**

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

**20. Other Contracts:**

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under

other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

**21. Payments To Contractor:**

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

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

**22. Contract Security:**

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

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

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

**24. Contractor's Insurance:**

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

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

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

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

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

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

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

(6) 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) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
- (6) 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) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

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

**25. Proof Of Carriage Of Insurance:**

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

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

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

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

**27. Emergency - Additional Time For Performance - Procurement Of Materials:**

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

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

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

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

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent

(10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

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

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

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

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

**28. Provisions Cumulative:**

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

**29. 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>

**30. 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:

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

**31. Interpretation:**

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

**32. 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.

**33. USE OF CITY PROJECT NUMBER:**

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

**IN WITNESS WHEREOF**, three identical counterparts of this agreement, consisting of a total of 21 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. 0740, "Landscape Golden State Blvd. Median from Christoffersen Ave. to Roberts Rd. RPSTPLE-5165(051),"**" 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**

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**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. 0740, "Landscape Golden State Blvd. Median from Christoffersen Ave. to Roberts Rd. RPSTPLE-5165(051),"** 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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# AGREEMENT

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## FOR PUBLIC IMPROVEMENT

Project No. 0870

**Landscape Golden State Blvd. Median from Roberts Rd. to Monte Vista Ave.  
RPSTPLE-5165(043)**

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

George Reed Inc  
P.O. Box 4760  
Modesto, CA 95352

hereinafter called "Contractor" on this 28th day of August, 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 August 28, 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: clearing and grubbing, import material, grinding HMA, installing vertical curb, installing landscaping and irrigation, placing hot mix asphalt and minor 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. 0870, "Landscape Golden State Blvd. Median from Roberts Rd. to Monte Vista Ave. RPSTPLE-5165(043)."**

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 **Three Hundred Fifty Nine Thousand One Hundred Eighty Three and 50/100ths Dollars (\$359,183.50)**. 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 **Sixty-five (65)** 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 **Five Hundred and no/100ths Dollars (\$500.00)** 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. Change Of Contract Price:**

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

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

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

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

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

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

**17. Change Of Contract Time:**

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

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

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

**18. Inspection And Testing Of Materials:**

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

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

**19. Permits And Care Of The Work:**

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors

and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

**20. Other Contracts:**

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

**21. Payments To Contractor:**

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

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

**22. Contract Security:**

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

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

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

whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

**24. Contractor's Insurance:**

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

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.
- (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
- (5) Surety bonds as described below.
- (6) 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) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
  - (6) 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) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

(f) 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.

(g) 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.

(h) 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.

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

**25. Proof Of Carriage Of Insurance:**

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

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

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

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

**27. Emergency - Additional Time For Performance - Procurement Of Materials:**

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

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

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon

have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

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

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

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

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

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

**28. Provisions Cumulative:**

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

**29. 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>

**30. 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:

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

**31. Interpretation:**

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

**32. 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.

**33. USE OF CITY PROJECT NUMBER:**

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

**IN WITNESS WHEREOF**, three identical counterparts of this agreement, consisting of a total of 21 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**

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**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. 0870, "Landscape Golden State Blvd. Median from Roberts Rd. to Monte Vista Ave. RPSTPLE-5165(043),"**" 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**

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**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. 0870, "Landscape Golden State Blvd. Median from Roberts Rd. to Monte Vista Ave. RPSTPLE-5165(043),"** 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

8B  
August 28, 2012

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

Prepared by: Karen Packwood, Parks, Recreation and Public Facilities  
Supervisor

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving a Memorandum of Understanding the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District; Authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the Project Safe II – ASES Program (Supporting After School for Everyone); and Approving budget adjustments to the revenue and expenditure account numbers for the ASES Program in Fund 270 "Recreation Grants and Donations" as delineated on Attachment A

### 2. DISCUSSION OF ISSUE:

The City of Turlock along with the Stanislaus County Office of Education (SCOE), and Turlock Unified School District (TUSD), specifically Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School and Wakefield Elementary School intend to work together with Project SAFE II – ASES (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours. Turlock Unified School District specifically Turlock Jr. High School has agreed to temporarily over enroll at Turlock Jr. High School and offset part-time staffing costs not to exceed \$4,200.

This is the sixth year of Proposition 49 funding for this after-school program. At the time the 2012-13 budget was prepared, Staff did not have complete information to know at what level this program would be funded.

### 3. BASIS FOR RECOMMENDATION:

A) Recreation Division has limited or no funds for financial support of this program, thus additional funds from grant sources are needed to offer after school programs for children in the community.

- B) Funding through the Project Safe II – ASES Program grant will provide \$84,150 per year per designated elementary sites and \$67,510.01 for the Jr. High.
- C) By entering into this agreement, the City would be able to leverage resources to increase needed Recreation programs for community youth.

**Strategic Plan Initiative B. FISCAL RESPONSIBILITY**

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

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

**Fiscal Impact**

Attachment A to the Resolution details the adjustments necessary to bring the budgets for the general ledger accounts used to account for this Grant in Fund 270 "Recreation Grants and Donations" into agreement with the grant documents for the program.

There will be no impact to the General Fund of the proposed budget adjustments.

**Budget Amendment**

N/A

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

There is a need for enhanced after school programs within the community and without these funds the Parks, Recreation and Public Facilities Division would not be able to provide staffing, equipment or the supplies to meet this need. Not entering into this agreement would limit the number of children who would be eligible to participate and the Parks, Recreation and Public Facilities Division would have to continue seeking additional grants and community donations for the after school programs.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A }  
MEMORANDUM OF UNDERSTANDING }  
BETWEEN THE STANISLAUS COUNTY }  
OFFICE OF EDUCATION, THE CITY OF }  
TURLOCK, AND THE TURLOCK UNIFIED }  
SCHOOL DISTRICT; AUTHORIZING THE }  
ACCEPTANCE OF AN ALLOCATION OF }  
FUNDS AND EXECUTION OF A GRANT }  
AGREEMENT TO IMPLEMENT THE }  
PROJECT SAFE II – ASES PROGRAM }  
(SUPPORTING AFTER SCHOOL FOR }  
EVERYONE); AND APPROVING BUDGET }  
ADJUSTMENTS TO THE REVENUE AND }  
EXPENDITURE ACCOUNT NUMBERS FOR }  
THE ASES PROGRAM IN FUND 270 }  
“RECREATION GRANTS AND DONATONS” }  
AS DELINEATED ON ATTACHMENT A }

RESOLUTION NO. 2012-

**WHEREAS**, by separate action the City Council has approved a Memorandum of Understanding between the Stanislaus County Office of Education, the City of Turlock and the Turlock Unified School District to implement the Project Safe II – ASES Program for the 2012-13 fiscal year; and

**WHEREAS**, the Turlock Unified School District has agreed to temporarily over enroll at Turlock Jr. High School and offset part-time staffing costs not to exceed \$4,200; and

**WHEREAS**, when the 2012-13 fiscal year budget was prepared the exact Proposition 49 funding level for this program was not known; and

**WHEREAS**, now that the actual funding level has been determined, staff requests adjustments to the revenue and expenditure accounts used for this program in Fund 270 “Recreation Division Grants and Donations” as delineated in Attachment A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the budget adjustments for the ASES After-School program for Fiscal Year 2012-13 as delineated in Attachment A.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August, 2012, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

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

## Attachment A

		<b>Grant Allocation</b>	<b>Current 2012-13 Budget</b>	<b>Budget Amendment Necessary inc (dec)</b>
<b><u>Revenues</u></b>				
270-61-635-393.35720	Crowell	\$84,150	\$84,150	\$0
270-61-635-394.35720	Cunningham	84,150	84,150	0
270-61-635-395.35720	Osborn	84,150	84,150	0
270-61-635-396.35720	Wakefield	84,150	84,150	0
270-61-635-397.35720	Brown	84,150	84,150	0
270-61-635-409.35720	TJHS	71,710	67,510	4,200
<b>Total Revenues</b>		<b>\$492,460</b>	<b>\$488,260</b>	<b>\$4,200</b>

<b><u>Expenditures</u></b>				
<b>Salaries</b>				
270-61-635-393.41002_0000	Crowell	\$53,371	\$59,911	\$(6,540)
270-61-635-394.41002_0000	Cunningham	53,371	59,911	(6,540)
270-61-635-395.41002_0000	Osborn	53,371	59,911	(6,540)
270-61-635-396.41002_0000	Wakefield	53,371	59,911	(6,540)
270-61-635-397.41002_0000	Brown	53,371	59,911	(6,540)
270-61-635-409.41002_0000	TJHS	56,680	52,333	4,347
<b>Benefits</b>				
270-61-635. various	Crowell	14,357	11,281	3,076
270-61-635. various	Cunningham	14,357	11,281	3,076
270-61-635. various	Osborn	14,357	11,281	3,076
270-61-635. various	Wakefield	14,357	11,281	3,076
270-61-635. various	Brown	14,357	11,281	3,076
270-61-635. various	TJHS	8,764	9,854	(1,090)
<b>Program Coordinator Salary/Benefits</b>				
270-61-635.42300_001		\$46,206	\$31,940	\$14,266
<b>Transportation</b>				
270-61-635-393.43750	Crowell	0	1,000	\$(1,000)
270-61-635-394.43750	Cunningham	0	1,000	(1,000)
270-61-635-395.43750	Osborn	0	1,000	(1,000)
270-61-635-396.43750	Wakefield	0	1,000	(1,000)
270-61-635-397.43750	Brown	0	1,000	(1,000)

Attachment A

		<b>Grant Allocation</b>	<b>Current 2012-13 Budget</b>	<b>Budget Amendment Necessary inc (dec)</b>
<b>Expenditures (continued)</b>				
<b>Supplies</b>				
270-61-635-393.44001_000	Crowell	6,634	5,634	1,000
270-61-635-394.44001_000	Cunningham	6,634	5,634	1,000
270-61-635-395.44001_000	Osborn	6,634	5,634	1,000
270-61-635-396.44001_000	Wakefield	6,634	5,634	1,000
270-61-635-397.44001_000	Brown	6,634	5,634	1,000
270-61-635-409.44001_000	TJHS	4,000	0	4,000
<b>Training</b>				
270-61-635-393.47170	Crowell	1,000	1,000	0
270-61-635-394.47170	Cunningham	1,000	1,000	0
270-61-635-395.47170	Osborn	1,000	1,000	0
270-61-635-396.47170	Wakefield	1,000	1,000	0
270-61-635-397.47170	Brown	1,000	1,000	0
<b>Total Expenditures</b>		<b>\$492,460</b>	<b>\$488,257</b>	<b>4,203</b>

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STANISLAUS COUNTY OFFICE OF EDUCATION  
AND  
CITY OF TURLOCK  
AND  
TURLOCK UNIFIED SCHOOL DISTRICT  
AND  
WALTER BROWN ELEMENTARY, CROWELL ELEMENTARY, CUNNINGHAM  
ELEMENTARY, OSBORN ELEMENTARY, TURLOCK JR. HIGH AND WAKEFIELD  
ELEMENTARY

This Memorandum of Understanding stands as evidence that the Stanislaus County Office of Education (“SCOE”) and City of Turlock and Turlock Unified School District and Walter Brown Elementary, Crowell Elementary, Cunningham Elementary, Osborn Elementary, Turlock Jr. High and Wakefield Elementary intend to work together with Project SAFE (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours in Region 6 counties of Stanislaus, Tuolumne and Calaveras. All agencies agree that the implementation of the ASES (After School Education and Safety Program), as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services every regular instructional day based on a 180 day school calendar and providing SCOE with all information and documentation pursuant to the deadlines set forth herein July 1, 2012 through June 30, 2013:

**SCOE will:**

- ❑ serve as fiscal agent for the collaborative and ensure fiscal compliance with California Department of Education (“CDE”) guidelines. Payments are scheduled to be made to the District each fiscal year as follows: 50% to site within 30 days of CDE’s first payment made to SCOE and receipt of prior fiscal year close-out reports; 15% in January; 15% in April; 10% in June; and the final 10% by August 15<sup>th</sup>, after the close-out report from the applicable year is submitted and received by SCOE. Early submission of close-out reports will result in early payments when feasible. This award is made contingent upon the availability of funds from the CDE to SCOE. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
- ❑ conduct both a mid-year audit on or before January 1st each year of this MOU and a year-end audit each year of this MOU to verify that every ASES site maintains adequate and accurate attendance records in addition to providing periodic program and fiscal reports required by the CDE, including the number of pupils served and expenditure of funds for which they were granted. If any of SCOE’s audits determine that an ASES site fails to satisfactorily maintain said records or fails to produce said fiscal reports within required deadlines, SCOE may terminate this agreement, and the District administering the ASES program may be dropped from the consortium, in order to maintain the entire funding amount for SCOE consortium and remain in good standing with CDE.
- ❑ collaborate with other partners to provide technical assistance and trainings to sites and program staff including staff development.
- ❑ serve as liaison between CDE and Districts/Sites.
- ❑ compile data from sites for evaluation and oversee evaluation.

OK for Agency



- ❑ create marketing campaign for sites that need to boost attendance.
- ❑ coordinate and participate in nine consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- ❑ Provide each site with a technical assistance Coordinator that helps with all technical assistance needs and conducts four site visits to each program throughout the year.
- ❑ Collaborate with community partners, and advisory committee to encourage community support that enhances programs throughout the region.
- ❑ Make every effort to meet the 33% match requirement, minus the 25% of the 33% facility usage match.
- ❑ receive the amount for each site: Walter Brown (\$16,875), Crowell (\$16,875), Cunningham (\$16,875), Osborn (\$16,875), Turlock Jr. High (\$22,500) and Wakefield (\$16,875).

**City of Turlock will:**

- ❑ administer after school programs at School.
- ❑ operate after school programs for a minimum of 3 hours every regular instructional school day and until 6:00 pm with a staff/student ratio of no more than 20 to 1.
- ❑ ensure that funds from ASES will supplement, not supplant, existing services and funds.
- ❑ provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- ❑ conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- ❑ submit annual operating budget.
- ❑ collect and input data on the SCOE website for evaluation.
- ❑ assign district and/or site representatives to participate in nine consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- ❑ allocate 15% of grant funds to SCOE to participate in consortium (all indirect and administrative cost allowances). The 85% site allocation can only be spent on direct services for students. Sites have the option to budget 1% of their site allocation for administrative costs, and this should be documented in initial budget submission.
- ❑ receive the amount for each site: Walter Brown (\$84,150), Crowell (\$84,150), Cunningham (\$84,150), Osborn (\$84,150), Turlock Jr. High (\$67,510.01) and Wakefield (\$84,150).

**School will:**

- ❑ Establish an early release policy and send copy of board approval to SCOE.
- ❑ provide a nutritional snack daily that meets USDA requirements.
- ❑ provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and

youth development activities that support the school's core curriculum and district/state standards.

- conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- cooperate with evaluator to collect and input assessment data including STAR data.
- submit annual operating budget.
- collect and input data on the SCOE website for evaluation.
- commit resources including appropriate facility usage (25% of 33% match requirement) for program.
- identify appropriate community partners including youth and parents.
- subcontract with area CBO for activities (when needed).
- receive the amount for each site: Walter Brown (\$11,475), Crowell (\$11,475), Cunningham (\$11,475), Osborn (\$11,475), Turlock Jr. High (\$59,989.99) and Wakefield (\$11,475).

**My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein. I understand that failure to abide by the terms and conditions of this MOU may result termination from the consortium.**

\_\_\_\_\_  
SCOE Prevention Programs  
Director of After School Programs

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
School Principal

\_\_\_\_\_  
City of Turlock Rep



## Council Synopsis

August 28, 2012

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From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Support Operations Captain

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the sole source procurement and installation of forty-five (45) Motorola F5208 MW810 R2.0 Mobile Workstation Computers from Delta Wireless in the amount of \$251,318.25 from Fund 112-10-116.51117 "Police MDC's" without compliance to the formal bid process

### 2. DISCUSSION OF ISSUE:

Funds for the upgrade replacement of all mobile data computers (MDC) was identified and budgeted during Fiscal Year 2011-2012. As staff prepared for the purchase of the computers, we learned that Motorola intended to release a newer version of the computer in September of 2012. Motorola agreed to offer the same price for the upgraded computers if the City desired to delay the purchase until the new computers were released.

Staff made arrangements to transfer the funding identified in Fiscal Year 2011-2012 to Fiscal Year 2012-2013. Fund 112-10-116.51117 "Police MDC's" currently has a balance of \$312,000 for the purchase and installation of new MDCs.

Staff considered other vendors for the purchase of new MDCs. As research was being conducted it was determined that the existing information technology system within the City of Turlock is configured such that it is only compatible with the configuration of the Motorola MDC. Motorola manufactures proprietary technology which is only available through Motorola or its authorized dealers. Delta Wireless is the local authorized manufacture representative of Motorola.

A quote received from Delta Wireless indicates that the cost of each mobile data computer is \$5,129.84 including tax. Labor for the removal of an existing MDC, necessary accessories, and installation of a new MDC is \$455.01 per unit. The total cost for the purchase and installation of forty-five (45) upgraded MDCs is \$251,318.25.

Staff was successful in negotiating an offer for an upgraded product at a cost which is less than the original anticipated cost of \$312,000.

**3. BASIS FOR RECOMMENDATION:**

Staff recommends the purchase and installations of forty-five (45) F5208 MW810 R2.0 Mobile Workstation Computers from Delta Wireless in the amount of \$251,318.25.

**Strategic Plan Initiative** C. PUBLIC SAFETY

**Goal(s):** 1(b)(i)(b). Enhance internal and external communications and teamwork

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

**Fiscal Impact:** Appropriation of \$251,318.25 from fund 112-10-116.51117 "Police MDC's"

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Council could reject the recommendation to purchase.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
THE SOLE SOURCE PROCUREMENT }  
AND INSTALLATION OF FORTY-FIVE (45) }  
MOTOROLA F5208 MW810 R2.0 MOBILE }  
WORKSTATION COMPUTERS FROM }  
DELTA WIRELESS IN THE AMOUNT OF }  
\$251,318.25 FROM FUND }  
112-10-116.51117 "POLICE MDC'S" }  
WITHOUT COMPLIANCE TO THE FORMAL }  
BID PROCESS }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, funding has been allocated in Fund 112-10-116.51117 for the purchase of upgraded, replacement mobile data computers for the police department; and

**WHEREAS**, the existing information technology system within the City of Turlock is configured such that it is only compatible with the configuration of the Motorola product; and

**WHEREAS**, Motorola manufactures proprietary technology which is only available through Motorola or its authorized dealers; and

**WHEREAS**, Delta Wireless is the local authorized dealer for Motorola; and

**WHEREAS**, Delta Wireless provided a quote including the purchase of a new mobile data computer, removal of an existing mobile data computer, necessary accessories, and the installation of a new mobile data computer for \$5,584.85 per unit; and

**WHEREAS**, forty-five (45) upgraded, replacement mobile data computers are necessary to accommodate the capital equipment replacement plan relative to mobile data computers within the police department.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the sole source procurement and installation of forty-five (45) Motorola F5208 MW810 R2.0 Mobile Workstation Computers from Delta Wireless in the amount of \$251,318.25 from Fund 112-10-116.51117 "Police MDC's" without compliance to the formal bid process.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

8D  
August 28, 2012

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From: Roy W. Wasden, City Manager

Prepared by: Maryn Pitt, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Opposing AB2451(Perez) related to the presumptive death benefits for workers compensation claims by peace officers and firefighters, sponsored by California Association of Highway Patrolmen and the California Professional Firefighters

### 2. DISCUSSION OF ISSUE:

#### AB 2451

Existing law specifies the time period within which various proceedings may be commenced under provisions of law relating to workers' compensation. With certain exceptions, a proceeding to collect death benefits is required to be commenced within one year from the date of death or, in some cases, from the last furnishing of benefits. However, no proceedings may be commenced more than 240 weeks from the date of injury. This bill would provide *that certain proceedings related to the collection of death benefits of firefighters and peace officers may be commenced within, but no later than, 480 weeks from the date of injury, and in no event more than one year after the date of death, if specified criteria are met.*

#### Analyses

*AB 2451 and workers' compensation death benefits .*

As was discussed above, this bill creates significant exceptions from the existing restriction on workers' compensation death benefits. The operation of this bill will vary greatly from individual to individual, depending on the circumstance of the occupational injury suffered by a firefighter or peace officer. For example, if a firefighter discovered that she or he had cancer three years after retiring, that firefighter would be covered by existing workers' compensation presumptions. However, if that firefighter were unfortunately to succumb to cancer, but did so after a fight that lasted five years, the firefighter's estate would be unable to claim a death benefit. This bill instead says that the firefighter's estate could claim a death benefit up to one year after the death of the firefighter.

However, this bill does not place any limits on the operation of this exception to the workers' compensation death benefit timelines. For example, if a firefighter that had retired for 20 years were to suddenly suffer a heart attack and die, his/her family would be able to file for workers' compensation death benefits under this bill. Unlike existing law, this exception would operate without either a previous workers' compensation claim or a strong circumstantial evidentiary claim to the death being tied to an occupational injury, as is present in asbestosis.

ARGUMENTS IN SUPPORT: Proponents argue that existing law is not meeting the needs of California's firefighters and peace officers. Proponents note that if a firefighter or peace officer dies of an occupational disease more than five years after being diagnosed with the disease, his or her family members are unable to claim a death benefit. With occupational injuries such as cancer, the timeframe between when the injury was discovered and when the worker succumbs to the injury may be longer than five years. In these cases, proponents argue that the families of firefighters and peace officers should not be denied their right to workers' compensation death benefits due to their families.

AB 2451 is supported by the following groups:

- California Association of Highway Patrolmen (co-source)
- California Professional Firefighters (co-source)
- American Federation of State, County and Municipal Employees, AFL-CIO
- Association for Los Angeles Deputy Sheriffs
- Association of Orange County Deputy Sheriffs Association
- California Correctional Peace Officers Association
- California Fraternal Order of Police
- California Labor Federation AFL-CIO
- California Statewide Law Enforcement Association
- Long Beach Police Officers Association
- Los Angeles County Probation Officers Union
- Los Angeles County Professional Peace Officers Association
- Los Angeles Police Protective League
- Peace Officers Research Association of California
- Riverside Sheriffs Association
- Sacramento County Deputy Sheriffs Association
- Santa Ana Police Officers Association
- Voters Injured at Work

ARGUMENTS IN OPPOSITION: Opponents argue that this bill will dramatically increase costs on local governments and counties at a time when budgets are

limited and workers' compensation costs are rising. Opponents argue that this bill does not act like existing presumptions or exceptions to the statute of limitations on workers' compensation death benefits, as there are no limits on when such claims could be filed. Opponents also note that this could have significant impacts, as it will impact all firefighters and peace officers currently employed, but also all currently living retirees that are peace officers or firefighters. Due to this, the County of Los Angeles alone places the cost of complying with this bill at \$20 million annually.

This bill has been formally opposed by the following groups:

Barstow Community College  
California Association of Joint Powers Authorities  
California Coalition on Workers' Compensation  
City of Torrance  
Community College League of California  
County of Los Angeles  
Los Rios Community College  
Merced Community College District

**3. BASIS FOR RECOMMENDATION:**

Council directed staff to provide regular updates for discussion and possible action by the Council.

**Strategic Plan Initiative B. FISCAL RESPONSIBILITY**

**1) GOALS:**

- a. Create an "efficient" yet effective City government organization
- b. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus
- c. Create a balanced, sustainable budget within thirty-six (36) months

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

**Fiscal Impact:** The passage of AB 2451, if signed into law, would create an unknown fiscal impact. The Assembly Insurance Committee Analysis opined that this bill is "likely major new obligations, potentially in the hundreds of millions of dollars, to both state and local governments as a result of the substantial increase in the number of peace officers and firefighters who would now be eligible for a death benefit. This bill contains no appropriations and State-mandated local program. This extraordinary benefit - typically worth between \$250,000 and \$300,000 - creates an open-ended liability that the League of California Cities and the Assembly Insurance Committee analysis say is likely to cost state and local governments hundreds of millions of dollars.

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

Recommend approval

**6. ENVIRONMENTAL DETERMINATION:**

Not applicable

**7. ALTERNATIVES:**

Council could choose not to take action on legislation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF OPPOSING AB 2451 }  
(PEREZ) RELATED TO THE PRESUMPTIVE }  
DEATH BENEFITS FOR WORKERS }  
COMPENSATION CLAIMS BY PEACE }  
OFFICERS AND FIREFIGHTERS, }  
SPONSORED BY THE CALIFORNIA }  
ASSOCIATION OF HIGHWAY PATROLMEN }  
AND THE CALIFORNIA PROFESSIONAL }  
FIREFIGHTERS }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, existing law specifies the time period within which various proceedings may be commenced under provisions of law relating to workers' compensation. With certain exceptions, a proceeding to collect death benefits is required to be commenced within one year from the date of death or, in some cases, from the last furnishing of benefits. However, no proceedings may be commenced more than 240 weeks from the date of injury; and

**WHEREAS**, AB 2451 would provide *that certain proceedings related to the collection of death benefits of firefighters and peace officers may be commenced within, but no later than, 480 weeks from the date of injury, and in no event more than one year after the date of death, if specified criteria are met*; and

**WHEREAS**, that this bill will dramatically increase costs on local governments and counties at a time when budgets are limited and workers' compensation costs are rising. Further, this bill does not act like existing presumptions or exceptions to the statute of limitations on workers' compensation death benefits, as there are no limits on when such claims could be filed; and

**WHEREAS**, opponents of AB 2451 argue that this bill would have significant fiscal impacts, as it will not only apply to all firefighters and peace officers currently employed, but also all currently living retirees that are peace officers or firefighters; and

**WHEREAS**, AB 2451 contains no appropriations and no State-mandated local program. This extraordinary benefit - typically worth between \$250,000 and \$300,000 - creates an open-ended liability that the League of California Cities and the Assembly Insurance Committee analysis say is likely to cost state and local governments hundreds of millions of dollars.

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

**SECTION 1.** That the City Council of the City of Turlock opposes AB2451; and

directs the Mayor and City Manager to advocate against the bill; and

**SECTION 2.** That City Council of the City of Turlock seeks the opposition of all other city, county and state elected officials within Stanislaus County against AB 2451; and

**SECTION 3.** That the City Council of the City of Turlock formally urges citizens of the City of Turlock and Stanislaus County to oppose this bill because of its vast fiscal impacts to local government.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 28<sup>th</sup> day of August, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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