# *City Council Agenda*

***OCTOBER 9, 2012***
***7:00 p.m.***
***City of Turlock Yosemite Room***
***156 S. Broadway, Turlock, California***

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Mayor
**John S. Lazar**

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

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

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

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

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

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

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

## 1. A. CALL TO ORDER

## B. SALUTE TO THE FLAG

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

A. *Proclamation*: World Habitat Day, October 1, 2012, accepted by Jessica Hill of Habitat for Humanity, Stanislaus County

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

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

**B. STAFF UPDATES**

1. Board, Commission, and Committee Vacancies *(Weaver)*
2. Capital & Development Activity Report *(Pitcock)*
3. 2012 San Joaquin Valley Blueprint Award (*Pitcock*)

**C. PUBLIC PARTICIPATION:**

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

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

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

**B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

**5. CONSENT CALENDAR:**

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

A. *Resolution*: Accepting Demands of 9/13/12 in the amount of $1,488,228.36; Demands of 9/20/12 in the amount of $2,324,991.50

B. *Motion*: Accepting Minutes of Regular Meeting of September 25, 2012

C. *Motion*: Accepting improvements for City Project No. 12-42, "Curb Return Revisions at Panorama Avenue and Paseo Del Sol," and authorizing the City Engineer to file a Notice of Completion

D. 1. *Motion*: Notification of Contract Change Order No. 3 (Final) in the amount of $2,130 (Fund 306) for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," bringing the contract total to $493,603.33
2. *Resolution*: Appropriating $77,000 from Fund 306 "North Turlock Master Plan" reserves into line number 306-40-457.51270 "Construction Project" for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"
3. *Motion*: Accepting improvements for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," and authorizing the City Engineer to file a Notice of Completion

E. *Resolution*: Directing the City Manager or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for federal fiscal year 2012-2013

F. *Motion*: Approving the rehabilitation forgivable loan #0246-WB, in the amount of $10,000, where the City of Turlock will be in third position, as prescribed by the Adopted Rehabilitation Loan policies and procedures

G. *Motion*: Approving the Maintenance Agreement with Mo-Cal Office Solutions of Modesto for nine (9) multifunctional copiers for Police, Finance, Planning, Building, Recreation, Human Resources and Fleet Maintenance for a period of twelve (12) months and not to exceed $3,000 annually

H. *Motion*: Approving the agreement with West Coast Equipment for Parcel No. 044-10-39 consisting of 20 acres, northeast corner of Kilroy and W. Linwood Avenue, for agricultural farming, for a period of fifty (50) months

I. *Motion*: Approving a Service Agreement with New World Systems for a Logos.Net Application Server Rebuild in an amount not to exceed $1,200

J. 1. *Motion*: Approval of Contract Change Order No. 1 in the amount of $33,195 (Funds 241, 410, 420) for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation," bringing the contract total to $60,505
2. *Resolution*: Appropriating $27,000 to account number 241-00-000-228.43188, “Balcony Repair-Engineering” from Fund 241 Engineering Reserve for City Project No. 0767, “Municipal Services Building Balcony Deck Renovation"

## 6. FINAL READINGS:

A. ***Recommended Action*:**
*Ordinance*: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2012-03 (Turlock General Plan Update Citywide Rezone)] as introduced at the September 25, 2012 meeting.

## 7. PUBLIC HEARINGS:

A. Request to amend Turlock Municipal Code Title 4, Chapter 7, Article 14, regarding speed limits. *(Pitcock)*

***Recommended Action***
*Ordinance*: Amending Turlock Municipal Code Title 4, Chapter 7, Article 14 regarding speed limits

## 8. SCHEDULED MATTERS: None

## 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

2A

IN HONOR OF

WORLD HABITAT DAY

"MANY HOMES, ONE COMMUNITY"

OCTOBER 1, 2012

**WHEREAS,** in 1985, the United Nations declared the first Monday in October to be "World Habitat Day" in recognition of the need for simple and decent shelter for people in the United States and around the world; and

**WHEREAS,** Habitat for Humanity's theme for World Habitat Day 2012, "Many Homes, One Community," highlights the vital role decent, affordable housing plays in community stabilization and development; and

**WHEREAS,** this year, Habitat for Humanity is focused on the importance of home ownership in a neighborhood's progress; and

**WHEREAS,** beginning on Monday, October 1, 2012, and continuing throughout October and November, Habitat for Humanity and affiliated organizations will host hundreds of local events – from builds and flash mobs to parades, contests, housing forums and everything in between – to draw attention to the need for safe, decent, affordable shelter for all; and

**WHEREAS,** Habitat for Humanity recognizes that now, more than ever, sustainable solutions to housing problems are needed and uses World Habitat Day as a call to action for individuals and organizations to change the reality of poverty housing and to work together to find solutions for those in need.

**NOW, THEREFORE, I, JOHN LAZAR,** by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim October 1, 2012, as **"WORLD HABITAT DAY"** in the City of Turlock and urge all citizens to support this worthy cause and do their part to change the reality for future generations in our community and around the globe.

**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 9th day of October, 2012.

_____

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

3B1

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

OFFICE OF THE CITY CLERK
ADMINISTRATION

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

# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** KELLIE WEAVER

**DATE:** **October 9, 2012**September 28, 2012

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

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

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

| BOARD/COMMISSION/COMMITTEE | DATE OF VACANCY | NUMBER OF VACANCIES |
|---|---|---|
| Arts Commission Alternate Members | 6/30/12 | 2 |

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

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

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

Attachment (1)

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

OFFICE OF THE CITY CLERK
ADMINISTRATION

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

# CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ **Parks, Recreation & Community Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

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

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

_____ **Other**_____

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

Name: _____

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? _____

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

_____

Occupation: _____

Business Address: _____ Zip Code:_____

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

_____

Employment Highlights: _____

_____

_____

Prior Public Service, if any: _____

_____

_____

Present and past community activities and organizations: _____

_____

_____

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

_____

_____

_____

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

**Please return to:**

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

_____ _____
Signature Date

5A

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

**IN THE MATTER OF ACCEPTING DEMANDS OF 9/13/12 IN THE AMOUNT OF $1,488,228.36; DEMANDS OF 9/20/12 IN THE AMOUNT OF $2,324,991.50**

**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:** |
|---|---|
| 9/13/12 | $1,488,228.36 |
| 9/20/12 | $2,324,991.50 |

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 9th day of October, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

LIVE - City of Turlock - LIVE

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| AP - Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 90155 | 09/07/2012 | Open | | | Accounts Payable | CHILDREN'S CRISIS CENTER | $4,371.85 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 257 - State HOME Funds | | | 257.11000 (Cash) | | $4,371.85 | | | |
| 90156 | 09/07/2012 | Open | | | Accounts Payable | DISABILITY RES AGENCY | $10.00 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 255 - CDBG | | | 255.11000 (Cash) | | $10.00 | | | |
| 90157 | 09/07/2012 | Open | | | Accounts Payable | WE CARE PROGRAM | $13,000.00 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 257 - State HOME Funds | | | 257.11000 (Cash) | | $13,000.00 | | | |
| 90158 | 09/11/2012 | Open | | | Utility Management Refund | ALTISOURCE SOLUTIONS INC | $139.19 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $139.19 | | | |
| 90159 | 09/11/2012 | Open | | | Utility Management Refund | AMARAL, MATTHEW, JAMES | $11.38 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $11.38 | | | |
| 90160 | 09/11/2012 | Open | | | Utility Management Refund | AMUCHASTEGUI, AARON | $210.29 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $210.29 | | | |
| 90161 | 09/11/2012 | Open | | | Utility Management Refund | BABROUDI, RAMOUN | $28.94 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $28.94 | | | |
| 90162 | 09/11/2012 | Open | | | Utility Management Refund | BUTLER, MICHAEL | $89.10 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $89.10 | | | |
| 90163 | 09/11/2012 | Open | | | Utility Management Refund | LOOMIS, LORRAINE | $176.17 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $176.17 | | | |
| 90164 | 09/12/2012 | Open | | | Accounts Payable | WE CARE PROGRAM | $4,194.15 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

| | | | | | |
|---|---|---|---|---|---|
| | 257 - State HOME Funds | 257.11000 (Cash) | | | $4,194.15 |
| 90165 | 09/13/2012 Open | | Accounts Payable | A & G SALES PROMOTION LTD | $105.34 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $105.34 |
| 90166 | 09/13/2012 Open | | Accounts Payable | ACCOUNTEMPS INC | $489.72 |
| | Paying Fund | Cash Amount | | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $244.86 |
| | 420 - WATER | 420.11000 (Cash) | | | $244.86 |
| 90167 | 09/13/2012 Open | | Accounts Payable | ADVANCED PUBLIC SAFETY | $41,467.74 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $2,214.56 |
| | 266 - Police Services Grants | 266.11000 (Cash) | | | $39,253.18 |
| 90168 | 09/13/2012 Open | | Accounts Payable | ALL VALLEY SMOG INC | $503.25 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $429.00 |
| | 405 - Building | 405.11000 (Cash) | | | $24.75 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $24.75 |
| | 502 - Engineering | 502.11000 (Cash) | | | $24.75 |
| 90169 | 09/13/2012 Open | | Accounts Payable | AMERICAN REPROGRAPHICS CO LLC | $742.09 |
| | Paying Fund | Cash Amount | | | Amount |
| | 502 - Engineering | 502.11000 (Cash) | | | $742.09 |
| 90170 | 09/13/2012 Open | | Accounts Payable | AT&T / CALNET 2 | $4,059.90 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $3,419.69 |
| | 205 - Sports Facilities | 205.11000 (Cash) | | | $38.84 |
| | 255 - CDBG | 255.11000 (Cash) | | | $14.37 |
| | 405 - Building | 405.11000 (Cash) | | | $12.06 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $239.43 |
| | 420 - WATER | 420.11000 (Cash) | | | $65.72 |
| | 426 - Transit - BLAST | 426.11000 (Cash) | | | $66.47 |
| | 501 - Information Technology | 501.11000 (Cash) | | | $86.22 |
| | 502 - Engineering | 502.11000 (Cash) | | | $13.99 |
| | 505 - Fleet | 505.11000 (Cash) | | | $103.11 |
| 90171 | 09/13/2012 Open | | Accounts Payable | AT&T/SBC | $65.56 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $65.56 |
| 90172 | 09/13/2012 Open | | Accounts Payable | ATLANTA FIXTURE & SALES CO., | $4,505.00 |

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

INC.

| | Paying Fund | Cash Amount | | | Amount |
|---|---|---|---|---|---|
| | 110 - General Fund | 110.11000 (Cash) | | | $777.07 |
| | 205 - Sports Facilities | 205.11000 (Cash) | | | $89.79 |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | | $328.79 |
| | 246 - Landscape Assessment | 246.11000 (Cash) | | | $627.69 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $1,755.00 |
| | 420 - WATER | 420.11000 (Cash) | | | $627.69 |
| | 425 - Transit - Dial A Ride | 425.11000 (Cash) | | | $30.01 |
| | 502 - Engineering | 502.11000 (Cash) | | | $149.40 |
| | 505 - Fleet | 505.11000 (Cash) | | | $119.56 |
| 90173 | 09/13/2012 Open | | Accounts Payable | CAL-SIERRA TECHNOLOGY INC | $220.50 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $220.50 |
| 90174 | 09/13/2012 Open | | Accounts Payable | CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP | $150.00 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $150.00 |
| 90175 | 09/13/2012 Open | | Accounts Payable | CAROLLO ENGINEERS | $114,776.77 |
| | Paying Fund | Cash Amount | | | Amount |
| | 411 - Storm Drainage Construction | 411.11000 (Cash) | | | $5,475.05 |
| | 415 - Sewer Bond Projects | 415.11000 (Cash) | | | $103,942.87 |
| | 420 - WATER | 420.11000 (Cash) | | | $5,358.85 |
| 90176 | 09/13/2012 Open | | Accounts Payable | CENTRAL VALLEY BUSINESS | $9,397.19 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $1,131.48 |
| | 204 - AB 939 Integrated Waste Mgmt | 204.11000 (Cash) | | | $1,943.37 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $1,131.49 |
| | 420 - WATER | 420.11000 (Cash) | | | $5,190.85 |
| 90177 | 09/13/2012 Open | | Accounts Payable | CHAMPION INDUSTRIAL | $2,540.05 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $1,686.53 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $486.80 |
| | 425 - Transit - Dial A Ride | 425.11000 (Cash) | | | $37.50 |
| | 501 - Information Technology | 501.11000 (Cash) | | | $250.00 |
| | 505 - Fleet | 505.11000 (Cash) | | | $79.22 |
| 90178 | 09/13/2012 Open | | Accounts Payable | CHARTER COMMUNICATIONS | $85.07 |
| | Paying Fund | Cash Amount | | | Amount |

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

| | | | | | |
|---|---|---|---|---|---|
| | 110 - General Fund | 110.11000 (Cash) | | | $28.95 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $3.06 |
| | 420 - WATER | 420.11000 (Cash) | | | $3.07 |
| | 501 - Information Technology | 501.11000 (Cash) | | | $49.99 |
| 90179 | 09/13/2012 Open | | Accounts Payable | CINCINNATI LIFE INS INC | $916.60 |
| | Paying Fund | Cash Amount | | | Amount |
| | 104 - Payroll Clearing Fund | 104.11000 (Cash) | | | $916.60 |
| 90180 | 09/13/2012 Open | | Accounts Payable | CITY OF OAKDALE | $2,058.61 |
| | Paying Fund | Cash Amount | | | Amount |
| | 266 - Police Services Grants | 266.11000 (Cash) | | | $2,058.61 |
| 90181 | 09/13/2012 Open | | Accounts Payable | COMBINED BENEFITS ADMIN C | $32,783.26 |
| | Paying Fund | Cash Amount | | | Amount |
| | 511 - Health Insurance | 511.11000 (Cash) | | | $32,783.26 |
| 90182 | 09/13/2012 Open | | Accounts Payable | COMBINED BENEFITS ADMIN C | $58,337.29 |
| | Paying Fund | Cash Amount | | | Amount |
| | 511 - Health Insurance | 511.11000 (Cash) | | | $58,337.29 |
| 90183 | 09/13/2012 Open | | Accounts Payable | COMBINED BENEFITS ADMIN- | $5,360.37 |
| | Paying Fund | Cash Amount | | | Amount |
| | 511 - Health Insurance | 511.11000 (Cash) | | | $5,360.37 |
| 90184 | 09/13/2012 Open | | Accounts Payable | COMBINED BENEFITS ADMIN/ | $1,999.57 |
| | Paying Fund | Cash Amount | | | Amount |
| | 511 - Health Insurance | 511.11000 (Cash) | | | $1,999.57 |
| 90185 | 09/13/2012 Open | | Accounts Payable | COMBINED BENEFITS ADMIN= | $130,039.53 |
| | Paying Fund | Cash Amount | | | Amount |
| | 511 - Health Insurance | 511.11000 (Cash) | | | $130,039.53 |
| 90186 | 09/13/2012 Open | | Accounts Payable | CUSTOM LOCKSMITH & | $8.57 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $8.57 |
| 90187 | 09/13/2012 Open | | Accounts Payable | DEL PUERTO WATER DISTRICT | $12,976.51 |
| | Paying Fund | Cash Amount | | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $12,976.51 |
| 90188 | 09/13/2012 Open | | Accounts Payable | DELAMARE-FULTZ ENG INC | $3,900.00 |
| | Paying Fund | Cash Amount | | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $3,900.00 |
| 90189 | 09/13/2012 Open | | Accounts Payable | GAGAN INC | $8.00 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $8.00 |

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

| | | | | | |
|---|---|---|---|---|---|
| 90190 | 09/13/2012 | Open | Accounts Payable | GEOANALYTICAL LAB INC | $11,495.27 |
| | Paying Fund | | Cash Amount | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | $10,545.02 |
| | 420 - WATER | | 420.11000 (Cash) | | $950.25 |
| 90191 | 09/13/2012 | Open | Accounts Payable | GOMES & SONS INC, JOE M | $27,452.69 |
| | Paying Fund | | Cash Amount | | Amount |
| | 110 - General Fund | | 110.11000 (Cash) | | $16,471.45 |
| | 205 - Sports Facilities | | 205.11000 (Cash) | | $503.85 |
| | 217 - Streets - Gas Tax | | 217.11000 (Cash) | | $1,140.98 |
| | 246 - Landscape Assessment | | 246.11000 (Cash) | | $2,201.90 |
| | 255 - CDBG | | 255.11000 (Cash) | | $85.73 |
| | 405 - Building | | 405.11000 (Cash) | | $145.68 |
| | 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | $3,496.64 |
| | 420 - WATER | | 420.11000 (Cash) | | $1,530.78 |
| | 425 - Transit - Dial A Ride | | 425.11000 (Cash) | | $1,163.78 |
| | 426 - Transit - BLAST | | 426.11000 (Cash) | | $545.39 |
| | 502 - Engineering | | 502.11000 (Cash) | | $166.51 |
| 90192 | 09/13/2012 | Open | Accounts Payable | GROENIGER & CO INC | $7,682.80 |
| | Paying Fund | | Cash Amount | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | $1,914.47 |
| | 420 - WATER | | 420.11000 (Cash) | | $5,768.33 |
| 90193 | 09/13/2012 | Open | Accounts Payable | HANEY CONCRETE | $9,337.00 |
| | Paying Fund | | Cash Amount | | Amount |
| | 246 - Landscape Assessment | | 246.11000 (Cash) | | $9,337.00 |
| 90194 | 09/13/2012 | Open | Accounts Payable | HARDER'S PRINT SHOP INC | $169.66 |
| | Paying Fund | | Cash Amount | | Amount |
| | 405 - Building | | 405.11000 (Cash) | | $101.80 |
| | 502 - Engineering | | 502.11000 (Cash) | | $67.86 |
| 90195 | 09/13/2012 | Open | Accounts Payable | HILMAR READY MIX | $126.16 |
| | Paying Fund | | Cash Amount | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | $45.63 |
| | 420 - WATER | | 420.11000 (Cash) | | $80.53 |
| 90196 | 09/13/2012 | Open | Accounts Payable | HUNTINGTON COURT REPORTER | $812.82 |
| | Paying Fund | | Cash Amount | | Amount |
| | 110 - General Fund | | 110.11000 (Cash) | | $812.82 |
| 90197 | 09/13/2012 | Open | Accounts Payable | KLEINFELDER WEST INC dba KLEINFELDER INC | $1,667.50 |
| | Paying Fund | | Cash Amount | | Amount |

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

| | | | | | |
|---|---|---|---|---|---|
| | 306 - North Turlock Master Plan | 306.11000 (Cash) | | $355.50 | |
| | 420 - WATER | 420.11000 (Cash) | | $1,312.00 | |
| 90198 | 09/13/2012 Open | | Accounts Payable | LANGUAGE LINE SERVICES | $10.75 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $10.75 | |
| 90199 | 09/13/2012 Open | | Accounts Payable | MISSION LINEN SUPPLY INC | $2,909.72 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $817.43 | |
| | 205 - Sports Facilities | 205.11000 (Cash) | | $120.15 | |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | $79.20 | |
| | 246 - Landscape Assessment | 246.11000 (Cash) | | $128.90 | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $1,320.45 | |
| | 420 - WATER | 420.11000 (Cash) | | $245.85 | |
| | 505 - Fleet | 505.11000 (Cash) | | $197.74 | |
| 90200 | 09/13/2012 Open | | Accounts Payable | MO-CAL OFFICE SOLUTIONS | $6,316.23 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $3,056.37 | |
| | 204 - AB 939 Integrated Waste Mgmt | 204.11000 (Cash) | | $29.98 | |
| | 255 - CDBG | 255.11000 (Cash) | | $56.78 | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $257.30 | |
| | 420 - WATER | 420.11000 (Cash) | | $217.17 | |
| | 502 - Engineering | 502.11000 (Cash) | | $57.68 | |
| | 505 - Fleet | 505.11000 (Cash) | | $2,640.95 | |
| 90201 | 09/13/2012 Open | | Accounts Payable | MODESTO POLICE DEPARTMENT | $6,254.18 |
| | Paying Fund | Cash Amount | | Amount | |
| | 266 - Police Services Grants | 266.11000 (Cash) | | $6,254.18 | |
| 90202 | 09/13/2012 Open | | Accounts Payable | MUNISERVICES LLC | $3,316.50 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $3,316.50 | |
| 90203 | 09/13/2012 Open | | Accounts Payable | NEW WORLD SYSTEM CORP | $2,634.01 |
| | Paying Fund | Cash Amount | | Amount | |
| | 240 - Small Equipment Replacement | 240.11000 (Cash) | | $2,634.01 | |
| 90204 | 09/13/2012 Open | | Accounts Payable | NORTH STAR ENGINEERING GROUP INC | $95.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 411 - Storm Drainage Construction | 411.11000 (Cash) | | $95.00 | |
| 90205 | 09/13/2012 Open | | Accounts Payable | NUCP TURLOCK LLC | $71,687.84 |
| | Paying Fund | Cash Amount | | Amount | |

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

| | | | | | |
|---|---|---|---|---|---|
| | 411 - Storm Drainage Construction | 411.11000 (Cash) | | $71,687.84 | |
| 90206 | 09/13/2012 Open | Accounts Payable | P G & E | | $110.39 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $110.39 | |
| 90207 | 09/13/2012 Open | Accounts Payable | POLYDYNE INC | | $28,400.69 |
| | Paying Fund | Cash Amount | | Amount | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $28,400.69 | |
| 90208 | 09/13/2012 Open | Accounts Payable | PROTECH SECURITY/ELEC INC | | $70.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $70.00 | |
| 90209 | 09/13/2012 Open | Accounts Payable | QUE TEL CORPORATION | | $1,500.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $1,500.00 | |
| 90210 | 09/13/2012 Open | Accounts Payable | REED INC, GEORGE | | $101,657.45 |
| | Paying Fund | Cash Amount | | Amount | |
| | 215 - Streets - Grant Funded Projects | 215.11000 (Cash) | | $89,171.87 | |
| | 426 - Transit - BLAST | 426.11000 (Cash) | | $12,485.58 | |
| 90211 | 09/13/2012 Open | Accounts Payable | ROLAND PHD,JOCELYN E | | $1,425.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $1,425.00 | |
| 90212 | 09/13/2012 Open | Accounts Payable | SAFETY-KLEEN CORPORATION | | $338.86 |
| | Paying Fund | Cash Amount | | Amount | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $338.86 | |
| 90213 | 09/13/2012 Open | Accounts Payable | SALLY SWANSON ARCHITECTS INC | | $19,536.80 |
| | Paying Fund | Cash Amount | | Amount | |
| | 301 - Capital Improvement | 301.11000 (Cash) | | $19,536.80 | |
| 90214 | 09/13/2012 Open | Accounts Payable | SIERRA CHEMICAL CO | | $12,474.90 |
| | Paying Fund | Cash Amount | | Amount | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $12,474.90 | |
| 90215 | 09/13/2012 Open | Accounts Payable | STANISLAUS CO PLANNING | | $163,338.49 |
| | Paying Fund | Cash Amount | | Amount | |
| | 256 - Stanislaus Housing Consortia | 256.11000 (Cash) | | $163,338.49 | |
| 90216 | 09/13/2012 Open | Accounts Payable | STANISLAUS CO PROBATION | | $297.45 |
| | Paying Fund | Cash Amount | | Amount | |
| | 266 - Police Services Grants | 266.11000 (Cash) | | $297.45 | |
| 90217 | 09/13/2012 Open | Accounts Payable | STANISLAUS CO SHERIFF'S | | $653.25 |

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

| | | | | | | |
|---|---|---|---|---|---|---|
| | Paying Fund | | Cash Amount | | | Amount |
| | 266 - Police Services Grants | | 266.11000 (Cash) | | | $653.25 |
| 90218 | 09/13/2012 | Open | | Accounts Payable | STERICYCLE INC | $2,402.64 |
| | Paying Fund | | Cash Amount | | | Amount |
| | 110 - General Fund | | 110.11000 (Cash) | | | $2,402.64 |
| 90219 | 09/13/2012 | Open | | Accounts Payable | T I D | $39,544.40 |
| | Paying Fund | | Cash Amount | | | Amount |
| | 110 - General Fund | | 110.11000 (Cash) | | | $1,856.68 |
| | 205 - Sports Facilities | | 205.11000 (Cash) | | | $3,000.40 |
| | 216 - Streets - Local Transportation | | 216.11000 (Cash) | | | $1,312.44 |
| | 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | | $2,204.37 |
| | 420 - WATER | | 420.11000 (Cash) | | | $27,718.38 |
| | 426 - Transit - BLAST | | 426.11000 (Cash) | | | $340.06 |
| | 505 - Fleet | | 505.11000 (Cash) | | | $3,112.07 |
| 90220 | 09/13/2012 | Open | | Accounts Payable | TURLOCK CITY TOW INC | $270.00 |
| | Paying Fund | | Cash Amount | | | Amount |
| | 110 - General Fund | | 110.11000 (Cash) | | | $220.00 |
| | 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | | $50.00 |
| 90221 | 09/13/2012 | Open | | Accounts Payable | TURLOCK SCAVENGER CO INC | $388,888.89 |
| | Paying Fund | | Cash Amount | | | Amount |
| | 110 - General Fund | | 110.11000 (Cash) | | | $400,000.00 |
| | 420 - WATER | | 420.11000 (Cash) | | | ($11,111.11) |
| 90222 | 09/13/2012 | Open | | Accounts Payable | UNDERGROUND SERVICE ALERT | $1,059.72 |
| | Paying Fund | | Cash Amount | | | Amount |
| | 420 - WATER | | 420.11000 (Cash) | | | $1,059.72 |
| 90223 | 09/13/2012 | Open | | Accounts Payable | UNIVAR USA INC | $10,042.57 |
| | Paying Fund | | Cash Amount | | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | | $10,042.57 |
| 90224 | 09/13/2012 | Open | | Accounts Payable | VISION SERVICE PLAN CA | $7,430.86 |
| | Paying Fund | | Cash Amount | | | Amount |
| | 511 - Health Insurance | | 511.11000 (Cash) | | | $7,430.86 |
| 90225 | 09/13/2012 | Open | | Accounts Payable | WESTAMERICA BANK & ELITE LANDSCAPING INC | $2,250.00 |
| | Paying Fund | | Cash Amount | | | Amount |
| | 215 - Streets - Grant Funded Projects | | 215.11000 (Cash) | | | $2,250.00 |
| 90226 | 09/13/2012 | Open | | Accounts Payable | WILLEY PRINTING CO | $2,351.70 |
| | Paying Fund | | Cash Amount | | | Amount |

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

| | | | | | | |
|---|---|---|---|---|---|---|
| | 426 - Transit - BLAST | 426.11000 (Cash) | | | $2,351.70 | |
| 90227 | 09/13/2012 Open | | Accounts Payable | WLC ARCHITECTS INC | | $101,207.52 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | | $101,207.52 | |
| 90228 | 09/13/2012 Open | | Accounts Payable | ZEE MEDICAL SERVICE CO | | $72.32 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $28.51 | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $22.44 | |
| | 502 - Engineering | 502.11000 (Cash) | | | $21.37 | |
| 90229 | 09/13/2012 Open | | Accounts Payable | ADAMS, KYOKO | | $18.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 203 - Animal Fee Forfeiture | 203.11000 (Cash) | | | $18.00 | |
| 90230 | 09/13/2012 Open | | Accounts Payable | BECKER, BILL | | $25.77 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $25.77 | |
| 90231 | 09/13/2012 Open | | Accounts Payable | BLEVINS, TIMOTHY | | $10.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $10.00 | |
| 90232 | 09/13/2012 Open | | Accounts Payable | COWAN, GERRY | | $18.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 203 - Animal Fee Forfeiture | 203.11000 (Cash) | | | $18.00 | |
| 90233 | 09/13/2012 Open | | Accounts Payable | JULIAN, WILLIAM | | $18.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 203 - Animal Fee Forfeiture | 203.11000 (Cash) | | | $18.00 | |
| 90234 | 09/13/2012 Open | | Accounts Payable | SRPSTC | | $251.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $251.00 | |
| 90235 | 09/13/2012 Open | | Accounts Payable | WALLENBURG, RICK | | $18.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 203 - Animal Fee Forfeiture | 203.11000 (Cash) | | | $18.00 | |
| 90236 | 09/13/2012 Open | | Accounts Payable | WEBB, STEVE | | $250.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $250.00 | |
| 90237 | 09/13/2012 Open | | Accounts Payable | WHITMORE, DEBBIE | | $600.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $600.00 | |
| Type Check Totals: | | 83 Transactions | | | | $1,488,228.36 |

LIVE - City of Turlock - LIVE

# Payment Register

From Payment Date: 9/7/2012 - To Payment Date: 9/13/2012

AP - Accounts Payable Totals

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 83 | $1,488,228.36 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 0 | $0.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 83 | $1,488,228.36 | $0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 83 | $1,488,228.36 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 0 | $0.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 83 | $1,488,228.36 | $0.00 |

**Grand Totals:**

| **Checks** | **Status** | **Count** | **Transaction Amount** | **Reconciled Amount** |
|---|---|---|---|---|
| | **Open** | **83** | **$1,488,228.36** | **$0.00** |
| | **Reconciled** | **0** | **$0.00** | **$0.00** |
| | **Voided** | **0** | **$0.00** | **$0.00** |
| | **Stopped** | **0** | **$0.00** | **$0.00** |
| | **Total** | **83** | **$1,488,228.36** | **$0.00** |

| **All** | **Status** | **Count** | **Transaction Amount** | **Reconciled Amount** |
|---|---|---|---|---|
| | **Open** | **83** | **$1,488,228.36** | **$0.00** |
| | **Reconciled** | **0** | **$0.00** | **$0.00** |
| | **Voided** | **0** | **$0.00** | **$0.00** |
| | **Stopped** | **0** | **$0.00** | **$0.00** |
| | **Total** | **83** | **$1,488,228.36** | **$0.00** |

LIVE - City of Turlock - LIVE

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| AP - Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 90238 | 09/18/2012 | Open | | | Utility Management Refund | ABBASI, SHARILE | $31.65 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $31.65 | | | |
| 90239 | 09/18/2012 | Open | | | Utility Management Refund | BENGE, JUSTIN | $16.30 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $16.30 | | | |
| 90240 | 09/18/2012 | Open | | | Utility Management Refund | CONRADO, JOANNA | $31.65 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $31.65 | | | |
| 90241 | 09/18/2012 | Open | | | Utility Management Refund | JIMENEZ, JAIME | $214.36 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $214.36 | | | |
| 90242 | 09/18/2012 | Open | | | Utility Management Refund | LOOP, SOPHIA, D | $216.93 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $216.93 | | | |
| 90243 | 09/18/2012 | Open | | | Utility Management Refund | SUNGATE REALTY | $132.95 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $132.95 | | | |
| 90244 | 09/20/2012 | Open | | | Accounts Payable | A & A PORTABLES INC | $803.71 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 301 - Capital Improvement | | | 301.11000 (Cash) | | $803.71 | | | |
| 90245 | 09/20/2012 | Open | | | Accounts Payable | ACCOUNTEMPS INC | $437.25 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | $218.62 | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | $218.63 | | | |
| 90246 | 09/20/2012 | Open | | | Accounts Payable | ALL VALLEY SMOG INC | $24.75 | | |
| | Paying Fund | | | Cash Amount | | Amount | | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | $24.75 | | | |
| 90247 | 09/20/2012 | Open | | | Accounts Payable | APPLIED PEST MANAGEMENT INC | $260.00 | | |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | Paying Fund | Cash Amount | | | Amount |
|---|---|---|---|---|---|
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $260.00 |
| 90248 | 09/20/2012 Open | | Accounts Payable | ARMOR FIRE EXTINGUISHER | $187.91 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $187.91 |
| 90249 | 09/20/2012 Open | | Accounts Payable | AT&T/SBC | $31.55 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $31.55 |
| 90250 | 09/20/2012 Open | | Accounts Payable | BOBO CONSTRUCTIONS INC | $152,982.86 |
| | Paying Fund | Cash Amount | | | Amount |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | | $152,982.86 |
| 90251 | 09/20/2012 Open | | Accounts Payable | BUREAU VERITAS NO AMERICA | $3,016.78 |
| | Paying Fund | Cash Amount | | | Amount |
| | 405 - Building | 405.11000 (Cash) | | | $3,016.78 |
| 90252 | 09/20/2012 Open | | Accounts Payable | CAROLLO ENGINEERS | $3,498.20 |
| | Paying Fund | Cash Amount | | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $3,498.20 |
| 90253 | 09/20/2012 Open | | Accounts Payable | CEN CAL FIRE SYSTEMS INC | $20,287.80 |
| | Paying Fund | Cash Amount | | | Amount |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | | $20,287.80 |
| 90254 | 09/20/2012 Open | | Accounts Payable | CENTRAL VALLEY COMMUNITY BANK | $2,918.52 |
| | Paying Fund | Cash Amount | | | Amount |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | | $2,918.52 |
| 90255 | 09/20/2012 Open | | Accounts Payable | CENTRAL VALLEY CONCRETE | $574.46 |
| | Paying Fund | Cash Amount | | | Amount |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | | $574.46 |
| 90256 | 09/20/2012 Open | | Accounts Payable | CHARTER COMMUNICATIONS | $1,214.96 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $49.99 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $164.97 |
| | 501 - Information Technology | 501.11000 (Cash) | | | $1,000.00 |
| 90257 | 09/20/2012 Open | | Accounts Payable | COMBINED BENEFITS ADMIN C | $101,039.44 |
| | Paying Fund | Cash Amount | | | Amount |
| | 511 - Health Insurance | 511.11000 (Cash) | | | $101,039.44 |
| 90258 | 09/20/2012 Open | | Accounts Payable | COUNTY BANK VISA | $3,130.20 |
| | Paying Fund | Cash Amount | | | Amount |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 110 - General Fund | | | 110.11000 (Cash) | | | $2,981.20 |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | $149.00 |
| 90259 | 09/20/2012 | Voided | INCORRECT ENTRY | 09/20/2012 | Accounts Payable | DAVIDOVITZ & BENNETT LLP | $1,785.00 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $1,785.00 |
| 90260 | 09/20/2012 | Open | | | Accounts Payable | DULEY'S LANDSCAPING INC | $26,425.67 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 305 - Capital Facility Fees | | | 305.11000 (Cash) | | | $26,425.67 |
| 90261 | 09/20/2012 | Open | | | Accounts Payable | ENNIS PAINT INC | $2,273.67 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 217 - Streets - Gas Tax | | | 217.11000 (Cash) | | | $2,273.67 |
| 90262 | 09/20/2012 | Open | | | Accounts Payable | FARIA, JAMIE | $426.00 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | $427.50 |
| | 110 - General Fund | | | 110.11000 (Cash) | | | ($1.50) |
| 90263 | 09/20/2012 | Open | | | Accounts Payable | FIRST TRANSIT INC | $46,506.54 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 425 - Transit - Dial A Ride | | | 425.11000 (Cash) | | | $9,465.74 |
| | 426 - Transit - BLAST | | | 426.11000 (Cash) | | | $37,040.80 |
| 90264 | 09/20/2012 | Open | | | Accounts Payable | FLINT TRADING INC. | $5,855.46 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 217 - Streets - Gas Tax | | | 217.11000 (Cash) | | | $5,855.46 |
| 90265 | 09/20/2012 | Open | | | Accounts Payable | FRANCHISE TAX BOARD | $41.09 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | $42.59 |
| | 110 - General Fund | | | 110.11000 (Cash) | | | ($1.50) |
| 90266 | 09/20/2012 | Open | | | Accounts Payable | GEOANALYTICAL LAB INC | $73.50 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 420 - WATER | | | 420.11000 (Cash) | | | $73.50 |
| 90267 | 09/20/2012 | Open | | | Accounts Payable | GOLDEN STATE STEEL INC | $26,266.72 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 305 - Capital Facility Fees | | | 305.11000 (Cash) | | | $26,266.72 |
| 90268 | 09/20/2012 | Open | | | Accounts Payable | GOMES PROPANE | $80.32 |
| | Paying Fund | | | Cash Amount | | | Amount |
| | 217 - Streets - Gas Tax | | | 217.11000 (Cash) | | | $80.32 |
| 90269 | 09/20/2012 | Open | | | Accounts Payable | GRAHAM PREWETT INC | $142,681.50 |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | Paying Fund | Cash Amount | | | Amount |
|---|---|---|---|---|---|
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | | $142,681.50 |
| 90270 | 09/20/2012 Open | | Accounts Payable | HARDER'S PRINT SHOP INC | $848.27 |
| | Paying Fund | Cash Amount | | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $848.27 |
| 90271 | 09/20/2012 Open | | Accounts Payable | HOLT OF CALIFORNIA INC | $93.42 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $93.42 |
| 90272 | 09/20/2012 Open | | Accounts Payable | HONDA KAWASAKI OF MODESTO | $429.50 |
| | Paying Fund | Cash Amount | | | Amount |
| | 266 - Police Services Grants | 266.11000 (Cash) | | | $429.50 |
| 90273 | 09/20/2012 Open | | Accounts Payable | ITRON INC | $912.46 |
| | Paying Fund | Cash Amount | | | Amount |
| | 420 - WATER | 420.11000 (Cash) | | | $912.46 |
| 90274 | 09/20/2012 Open | | Accounts Payable | JARVIS FAY & DOPORTO LLP | $3,974.99 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $3,974.99 |
| 90275 | 09/20/2012 Open | | Accounts Payable | JOHN DEERE LANDSCAPE | $762.65 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $421.59 |
| | 205 - Sports Facilities | 205.11000 (Cash) | | | $341.06 |
| 90276 | 09/20/2012 Open | | Accounts Payable | JUSTUS LAWNMOWER SHOP INC | $1,167.83 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $84.25 |
| | 246 - Landscape Assessment | 246.11000 (Cash) | | | $1,083.58 |
| 90277 | 09/20/2012 Open | | Accounts Payable | KEY SEAL PRODUCTS INC | $509.63 |
| | Paying Fund | Cash Amount | | | Amount |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | | $509.63 |
| 90278 | 09/20/2012 Open | | Accounts Payable | KLEINFELDER WEST INC dba KLEINFELDER INC | $1,999.75 |
| | Paying Fund | Cash Amount | | | Amount |
| | 415 - Sewer Bond Projects | 415.11000 (Cash) | | | $1,999.75 |
| 90279 | 09/20/2012 Open | | Accounts Payable | LINCOLN EQUIPMENT INC | $556.03 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $556.03 |
| 90280 | 09/20/2012 Open | | Accounts Payable | LVI FACILITY SERVICES | $138,032.10 |
| | Paying Fund | Cash Amount | | | Amount |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | | | | | |
|---|---|---|---|---|---|
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | | $138,032.10 |
| 90281 | 09/20/2012 Open | Accounts Payable | MACHADO, LUIS | | $114.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 501 - Information Technology | 501.11000 (Cash) | | | $114.00 |
| 90282 | 09/20/2012 Open | Accounts Payable | MARK III CONSTRUCTION INC | | $17,001.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | | $17,001.00 |
| 90283 | 09/20/2012 Open | Accounts Payable | NBS GOVERNMENT FINANCE GROUP | | $3,873.75 |
| | Paying Fund | Cash Amount | | Amount | |
| | 405 - Building | 405.11000 (Cash) | | | $3,873.75 |
| 90284 | 09/20/2012 Open | Accounts Payable | NEW WORLD SYSTEM CORP | | $2,930.88 |
| | Paying Fund | Cash Amount | | Amount | |
| | 240 - Small Equipment Replacement | 240.11000 (Cash) | | | $1,710.07 |
| | 501 - Information Technology | 501.11000 (Cash) | | | $1,220.81 |
| 90285 | 09/20/2012 Open | Accounts Payable | P G & E | | $5,046.44 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $184.69 |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | | $8.11 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $179.67 |
| | 426 - Transit - BLAST | 426.11000 (Cash) | | | $13.72 |
| | 505 - Fleet | 505.11000 (Cash) | | | $4,660.25 |
| 90286 | 09/20/2012 Open | Accounts Payable | PACIFIC STORAGE COMPANY | | $222.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $222.00 |
| 90287 | 09/20/2012 Open | Accounts Payable | PATRIAS ELEC CONT, DARRAL | | $406,032.71 |
| | Paying Fund | Cash Amount | | Amount | |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | | $406,032.71 |
| 90288 | 09/20/2012 Open | Accounts Payable | PRECISION CUSTOM WIRING | | $2,838.84 |
| | Paying Fund | Cash Amount | | Amount | |
| | 112 - Capital Purchases | 112.11000 (Cash) | | | $2,838.84 |
| 90289 | 09/20/2012 Open | Accounts Payable | PRESORT CTR STOCKTON INC | | $9,373.93 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $3,298.32 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $3,037.80 |
| | 420 - WATER | 420.11000 (Cash) | | | $3,037.81 |
| 90290 | 09/20/2012 Open | Accounts Payable | RAY MORGAN COMPANY | | $3,714.48 |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | Paying Fund | Cash Amount | | Amount | |
|---|---|---|---|---|---|
| | 110 - General Fund | 110.11000 (Cash) | | $3,165.72 | |
| | 205 - Sports Facilities | 205.11000 (Cash) | | $24.83 | |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | $3.99 | |
| | 246 - Landscape Assessment | 246.11000 (Cash) | | $3.99 | |
| | 405 - Building | 405.11000 (Cash) | | $36.73 | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $252.41 | |
| | 420 - WATER | 420.11000 (Cash) | | $1.65 | |
| | 502 - Engineering | 502.11000 (Cash) | | $225.16 | |
| 90291 | 09/20/2012 Open | Accounts Payable | REED INC, GEORGE | | $261,184.73 |
| | Paying Fund | Cash Amount | | Amount | |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | $261,184.73 | |
| 90292 | 09/20/2012 Open | Accounts Payable | SANTA FE AGGREGATES INC | | $326.35 |
| | Paying Fund | Cash Amount | | Amount | |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | $326.35 | |
| 90293 | 09/20/2012 Open | Accounts Payable | SIERRA MOUNTAIN CONSTRUCTION | | $207,100.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 415 - Sewer Bond Projects | 415.11000 (Cash) | | $207,100.00 | |
| 90294 | 09/20/2012 Open | Accounts Payable | SMART INDUSTRY PRODUCTS | | $3,250.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $812.50 | |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | $812.50 | |
| | 246 - Landscape Assessment | 246.11000 (Cash) | | $812.50 | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $812.50 | |
| 90295 | 09/20/2012 Open | Accounts Payable | SOUTHWEST SCHOOL & | | $1,872.25 |
| | Paying Fund | Cash Amount | | Amount | |
| | 270 - Recreation Grants | 270.11000 (Cash) | | $1,872.25 | |
| 90296 | 09/20/2012 Open | Accounts Payable | SPRINT | | $3,131.49 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $1,927.11 | |
| | 205 - Sports Facilities | 205.11000 (Cash) | | $93.96 | |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | $103.61 | |
| | 246 - Landscape Assessment | 246.11000 (Cash) | | $20.12 | |
| | 270 - Recreation Grants | 270.11000 (Cash) | | $32.16 | |
| | 405 - Building | 405.11000 (Cash) | | $53.11 | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $203.76 | |
| | 420 - WATER | 420.11000 (Cash) | | $157.66 | |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | | | | | |
|---|---|---|---|---|---|
| | 426 - Transit - BLAST | 426.11000 (Cash) | | $68.23 | |
| | 502 - Engineering | 502.11000 (Cash) | | $416.88 | |
| | 505 - Fleet | 505.11000 (Cash) | | $54.89 | |
| 90297 | 09/20/2012 Open | Accounts Payable | STANISLAUS COUNCIL OF GOV | | $2,663.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $2,663.00 | |
| 90298 | 09/20/2012 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) | |
| 90299 | 09/20/2012 Open | Accounts Payable | T I D | | $220,969.30 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $14,979.96 | |
| | 216 - Streets - Local Transportation | 216.11000 (Cash) | | $27,486.38 | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $130,442.80 | |
| | 420 - WATER | 420.11000 (Cash) | | $48,060.16 | |
| 90300 | 09/20/2012 Open | Accounts Payable | TARLTON & SON INC | | $190,486.35 |
| | Paying Fund | Cash Amount | | Amount | |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | $190,486.35 | |
| 90301 | 09/20/2012 Open | Accounts Payable | TID | | $970.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 215 - Streets - Grant Funded Projects | 215.11000 (Cash) | | $970.00 | |
| 90302 | 09/20/2012 Open | Accounts Payable | TURLOCK SCAVENGER CO INC | | $200,000.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $200,000.00 | |
| 90303 | 09/20/2012 Open | Accounts Payable | TURLOCK UNIFIED | | $225.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $225.00 | |
| 90304 | 09/20/2012 Open | Accounts Payable | UNION PACIFIC RAILROAD | | $403.55 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $403.55 | |
| 90305 | 09/20/2012 Open | Accounts Payable | UNITED RESOURCE SYSTEMS INC | | $257.39 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $182.48 | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $42.90 | |
| | 420 - WATER | 420.11000 (Cash) | | $32.01 | |
| 90306 | 09/20/2012 Open | Accounts Payable | US BANK-VISA | | $44,625.76 |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | Paying Fund | Cash Amount | | | Amount |
|---|---|---|---|---|---|
| | 110 - General Fund | 110.11000 (Cash) | | | $18,609.49 |
| | 203 - Animal Fee Forfeiture | 203.11000 (Cash) | | | $467.40 |
| | 205 - Sports Facilities | 205.11000 (Cash) | | | $5,942.80 |
| | 215 - Streets - Grant Funded Projects | 215.11000 (Cash) | | | $293.96 |
| | 216 - Streets - Local Transportation | 216.11000 (Cash) | | | $444.53 |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | | $2,785.52 |
| | 226 - Traffic Tax | 226.11000 (Cash) | | | $172.60 |
| | 246 - Landscape Assessment | 246.11000 (Cash) | | | $2,569.99 |
| | 266 - Police Services Grants | 266.11000 (Cash) | | | $767.31 |
| | 270 - Recreation Grants | 270.11000 (Cash) | | | $1,509.08 |
| | 405 - Building | 405.11000 (Cash) | | | $228.99 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $7,511.70 |
| | 413 - WQC-Capital Expansion Reserve | 413.11000 (Cash) | | | $221.25 |
| | 420 - WATER | 420.11000 (Cash) | | | $1,190.43 |
| | 425 - Transit - Dial A Ride | 425.11000 (Cash) | | | $437.47 |
| | 501 - Information Technology | 501.11000 (Cash) | | | $404.75 |
| | 502 - Engineering | 502.11000 (Cash) | | | $1,068.49 |
| 90307 | 09/20/2012 Open | Accounts Payable | ZALREICH CHEMICAL CO INC | | $31,051.66 |
| | Paying Fund | Cash Amount | | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $31,051.66 |
| 90308 | 09/20/2012 Open | Accounts Payable | AMERICAN RIVER COLLEGE | | $392.00 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $392.00 |
| 90309 | 09/20/2012 Open | Accounts Payable | BURKE, JULIE | | $148.00 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $148.00 |
| 90310 | 09/20/2012 Open | Accounts Payable | CAL JAX, INC. | | $3,856.72 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $3,856.72 |
| 90311 | 09/20/2012 Open | Accounts Payable | CITY OF SANTA ANA | | $500.00 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $500.00 |
| 90312 | 09/20/2012 Open | Accounts Payable | CRAY, AUDREY | | $260.17 |
| | Paying Fund | Cash Amount | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $260.17 |
| 90313 | 09/20/2012 Open | Accounts Payable | FRANCHISE TAX BOARD | | $370.00 |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | Paying Fund | Cash Amount | | Amount | |
|---|---|---|---|---|---|
| | 104 - Payroll Clearing Fund | 104.11000 (Cash) | | $371.50 | |
| | 110 - General Fund | 110.11000 (Cash) | | ($1.50) | |
| 90314 | 09/20/2012 Open | Accounts Payable | GALLO, VERONICA | | $460.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $460.00 | |
| 90315 | 09/20/2012 Open | Accounts Payable | GARCIA, RAUL | | $580.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $580.00 | |
| 90316 | 09/20/2012 Open | Accounts Payable | GILLEY, JERI | | $148.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $74.00 | |
| | 420 - WATER | 420.11000 (Cash) | | $74.00 | |
| 90317 | 09/20/2012 Open | Accounts Payable | HALL, DAVID | | $150.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $150.00 | |
| 90318 | 09/20/2012 Open | Accounts Payable | HAMLOW, CARL | | $500.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $500.00 | |
| 90319 | 09/20/2012 Open | Accounts Payable | HYATT REGENCY NEWPORT BEACH | | $282.72 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $282.72 | |
| 90320 | 09/20/2012 Open | Accounts Payable | INTERNATIONAL CONFERENCE OF POLICE CHAPLAINS | | $125.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $125.00 | |
| 90321 | 09/20/2012 Open | Accounts Payable | LEVOC | | $665.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $665.00 | |
| 90322 | 09/20/2012 Open | Accounts Payable | LOHMAN, TIM | | $20.00 |
| | Paying Fund | Cash Amount | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | $20.00 | |
| 90323 | 09/20/2012 Open | Accounts Payable | MADDEN, DAN | | $253.03 |
| | Paying Fund | Cash Amount | | Amount | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | $253.03 | |
| 90324 | 09/20/2012 Open | Accounts Payable | MCMILHELK, QUERAY | | $87.98 |
| | Paying Fund | Cash Amount | | Amount | |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | | | | | | |
|---|---|---|---|---|---|---|
| | 110 - General Fund | 110.11000 (Cash) | | | $87.98 | |
| 90325 | 09/20/2012 Open | Accounts Payable | MORGAN, BETH | | | $148.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | $74.00 | |
| | 420 - WATER | 420.11000 (Cash) | | | $74.00 | |
| 90326 | 09/20/2012 Open | Accounts Payable | PACKWOOD, KAIN | | | $1,279.69 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $1,279.69 | |
| 90327 | 09/20/2012 Open | Accounts Payable | RODRIGUEZ, JOSEPH | | | $580.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $580.00 | |
| 90328 | 09/20/2012 Open | Accounts Payable | SANDOVAL, CIDALIA | | | $70.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $70.00 | |
| 90329 | 09/20/2012 Open | Accounts Payable | SELLERS, VICTORIA | | | $85.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $85.00 | |
| 90330 | 09/20/2012 Open | Accounts Payable | SILVEIRA, JAMES | | | $222.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $222.00 | |
| 90331 | 09/20/2012 Open | Accounts Payable | TORRES, JOVITA | | | $300.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $300.00 | |
| 90332 | 09/20/2012 Open | Accounts Payable | WEAVER, KELLIE | | | $149.87 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $149.87 | |
| 90333 | 09/20/2012 Open | Accounts Payable | YANG, MARY, LEE | | | $500.00 |
| | Paying Fund | Cash Amount | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | $500.00 | |
| Type Check Totals: | | 96 Transactions | | | | $2,324,991.50 |

AP - Accounts Payable Totals

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 95 | $2,323,206.50 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 1 | $1,785.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |

# Payment Register

From Payment Date: 9/14/2012 - To Payment Date: 9/20/2012

| | | | | |
|---|---|---|---|---|
| | Total | 96 | $2,324,991.50 | $0.00 |

Grand Totals:

| All | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 95 | $2,323,206.50 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 1 | $1,785.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 96 | $2,324,991.50 | $0.00 |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 95 | $2,323,206.50 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 1 | $1,785.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 96 | $2,324,991.50 | $0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 95 | $2,323,206.50 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 1 | $1,785.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 96 | $2,324,991.50 | $0.00 |

5B

**SEPTEMBER 25, 2012**
***7:00 p.m.***
***City of Turlock Yosemite Room***
***156 S. Broadway, Turlock, California***

DRAFT

**MINUTES**
***Regular Meeting***
***Turlock City Council***

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1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:03 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.
ABSENT: None

**B. SALUTE TO THE FLAG**

Mayor Lazar invited Turlock Chamber of Commerce CEO Sharon Silva to the podium to introduce the Stanislaus County Business Empowerment Forum to be held on Wednesday, September 26, 2012. The forum is sponsored by the Alliance for Affordable Services represented by Dan Faraci, the California Prosperity Project - a partnership with CalChamber - represented by Cathy Mesch, and BiPAC representative Chianne Hewer. Ms. Silva introduced both Ms. Mesch and Ms. Hewer and noted special guests at the forum include the Honorable Congressman Jeff Denham, the Honorable Senator Anthony Cannella, and the Honorable Assembly Member Kristin Olsen.

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

A. Mayor Lazar presented a Proclamation to Turlock Fire Captain Frank Saldivar in recognition of Breast Cancer Awareness Month and the Turlock Firefighters Going Pink Campaign to raise awareness about early detection, the cause, diagnosis, treatment, and support for survivors of breast cancer. Captain Saldivar spoke regarding the partnership between the Fire Department and Emanuel Medical Center. In addition, Fire Chief Tim Lohman, Fire Engineer Shaun Walker, and Michael Iltis and Jana Rhine-Patrick of Emanuel Medical Center all spoke in favor of the campaign and provided additional information regarding shirt sales and fundraising, upcoming special events, including the Emanuel Medical Center event with Giuliana Rancic, and benefits the program will provide to the community and the Emanuel Cancer Endowment.

B. Mayor Lazar introduced Ralph Kachadourian, Section Director for the American Planning Association, who recognized Turlock Journal Reporter Alex Cantatore for being named the recipient of an American Planning Association Individual Journalist Award for his work in the area of reporting on individual planning and land use issues for City of Turlock.

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

**B. STAFF UPDATES:** None

**C. PUBLIC PARTICIPATION:**

At the request of Andrew LaFlamme, Director of Legislative, Foundation and Corporate Relations at California State University, Stanislaus, City Clerk Kellie Weaver read into the record that CSU Stanislaus will host a Congressional Candidate Forum featuring candidates Jeff Denham and Jose Hernandez on Monday, October 1, 2012, at 6:00 p.m., at CSU Stanislaus, in the Snider Recital Hall.

Turlock Library Branch Manager Carol Blomquist announced she will be leaving the Turlock branch to become the branch manager for the Ceres Regional Library. She introduced Charles Teval, the new Turlock Library Branch Manager. Mr. Teval provided information about upcoming programs and activities at the Turlock Library, including story times for toddlers and preschoolers, Halloween story times and craft activities, and e-books.

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

**5. CONSENT CALENDAR:**

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

A. **Resolution No. 2012-165** Accepting Demands of 8/30/12 in the amount of $1,641,804.22; Accepting Demands of 9/6/12 in the amount of $344,007.55

B. *Motion*: Accepting Minutes of Special Meeting of September 11, 2012; Minutes of Regular Meeting of September 11, 2012

C. *Motion*: Accepting notification of Contract Change Order No. 3 in the increased amount of $600 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 08 – Roofing and Waterproofing, bringing the contract total to $600,397

D. *Motion*: Accepting notification of Contract Change Order No. 3 in the amount of $18,906 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to $2,525,192

E. 1. *Motion*: Approving Contract Change Order No. 1 (Final) in the decreasing amount of ($1,798.68) (Fund 215) for City Project No. 0871/RPSTPLE-5165(053), "Christoffersen Parkway Median Landscaping Geer Rd. to N. Olive Ave.," bringing the contract total to $420,105.20
2. *Motion*: Accepting improvements for City Project No. 0871/RPSTPLE-5165(053), "Christoffersen Parkway Median Landscaping Geer Rd. to N. Olive Ave.," and authorizing the City Engineer to file a Notice of Completion

F. *Motion*: Approving the Fiscal Year 2011-12 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager or designee to execute related necessary documents

G. *Motion*: Approving the renewal agreement between the City of Turlock and Independent Contractor/Kidz Love Soccer, Inc. for youth soccer classes

H. *Motion*: Approving an agreement between Verizon Wireless and Turlock Police for cell phone service and products

I. *Motion*: Approving an agreement between Stericycle and the Turlock Police Department for the removal and disposal of regulated medical waste and hazardous

J. **Resolution No. 2012-166** Accepting a donation from E & J Gallo Winery in the amount of $400 in 266-20-255-356.35720 "Police Explorers Program Revenue" and appropriating the money to account number 266-20-255-356.47118 "Police Explorer Program"

K. **Resolution No. 2012-167** Accepting a donation from L. Makin in the amount of $25 in account number 266-20-255-351.37200_000 "Police Donations"

L. **Resolution No. 2012-168** Accepting donations received for Turlock Police Department's National Night Out to be deposited into account number 266-20-255-351.37200 "Police Donations," as per the attached Exhibit A

M. **Resolution No. 2012-169** Accepting the fourth quarter of Fiscal Year 2011-12 monetary donations valued at $523 from various donors in support of the City's Animal Control Services Unit and donations of assorted animal related products valued at $2,883.25 utilized in support of the City's Animal Control Services Unit

N. **Resolution No. 2012-170** Authorizing the City Manager, the City Manager's designee, or the City Attorney to execute agreements between the City of Turlock and local businesses or residents for the purpose of conducting training on non-City owned property for Fiscal Year 2012-13

O. **Resolution No. 2012-171** Approving Post-Issuance Tax Compliance Procedures for Tax-Exempt and Direct Pay Subsidy Bonds

P. *Motion*: Rejecting Claim for Damages filed by Joe Peggrum

**6. FINAL READINGS:** None

**7. PUBLIC HEARINGS**

**A.** *Continued from the September 11, 2012 City Council Meeting:*

**GENERAL PLAN AMENDMENT 2012-03 AND CITYWIDE REZONE 2012-03 (TURLOCK GENERAL PLAN UPDATE)**

Planning Manager Debbie Whitmore presented the staff report on the consideration of a comprehensive update to the City's General Plan and Citywide Rezone. Ms. Whitmore provided comparison maps and information about future actions and implementation of the new plan.

Mayor Lazar asked for public comment.

Jessie Orosco spoke regarding the City providing implementation information to community members regarding the general plan implementation and phasing, similar to what was provided in the 2003 City of Turlock Implementation Program document.

Mayor Lazar closed public comment.

**Action:** **Resolution No. 2012-172** Adopting Findings of Fact and Statement of Overriding Considerations for the new Turlock General Plan as required by the California Environmental Quality Act was introduced by Councilmember Jackson, seconded by Councilmember DeHart, and carried with Councilmember Bublak dissenting.

Motion by Councilmember White, seconded by Councilmember Jackson, Modifying Guiding Policy 3.1-g and Implementation Policy 3.1-p by adding the following language: ""*Prior to proceeding with the planning, annexation and development of Southeast Master Plan 2, 70 percent of the building permits shall be issued for the Northeast Master Plan, East Tuolumne Master Plan, and Southeast Master Plan 1, calculated on a cumulative basis.*" Motion carried with Councilmember Bublak dissenting.

**Resolution No. 2012-173** Adopting a New General Plan for the City of Turlock (GPA 2012-03) with the Alternative 1 Land Use Diagram described in the Draft Environmental Impact Report, amending Guiding Policy 3.1-g and Implementation Policy 3.1-p, and directing staff to revise the Public Review Draft General Plan in accordance with the Alternative 1 Land Use Diagram, as recommended by the Planning Commission was introduced by Councilmember Jackson, seconded by Councilmember White, and carried with Councilmember Bublak dissenting.

Motion by Councilmember White, seconded by Councilmember Jackson, introducing an Ordinance amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2012-03 (Turlock General Plan Update Citywide Rezone)] and setting the final reading for October 9, 2012. Motion carried with Councilmember Bublak dissenting.

## 8. SCHEDULED MATTERS:

A. Municipal Services Director Dan Madden presented the staff report on the request to adopt a Strategic Plan for the City of Turlock Municipal Services Department for a period of three (3) years, 2012-2014.

Council discussion included clarification about water rates, the need to continue to seek federal funding, and rate increases related to a future surface water project.

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

**Action:** Motion by Councilmember Bublak, seconded by Councilmember White, Adopting a Strategic Plan for the City of Turlock Municipal Services Department for a period of three (3) years, 2012-2014. Motion carried unanimously.

## 9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Jackson asked that the recommendations made by Joseph Minicozzi of Public Interest Projects at the joint meeting of the Turlock City Council, Planning Commission, and Development Advisory Collaborative Committee on June 26, 2012, be redirected to the Development Collaborative Advisory Committee for review and recommendation.

Councilmember Bublak requested that staff look into making bike lanes more consistent, especially around Turlock schools and California State University, Stanislaus. Development Services Director Mike Pitcock advised that a project is currently in the works. Councilmember Jackson added that Jennifer Helzer's department at CSUS has done a study on how to connect Turlock's disjointed bike lanes.

## 10. COUNCIL COMMENTS:

Councilmember Bublak commented she received comments from constituents as a result of an open forum held at Covenant Village regarding Olive Avenue being problematic in regard to traffic issues.

Councilmember Bublak commented she attended a meeting earlier in the day with Mayor John Lazar, City Manager Roy Wasden, Interim Assistant City Manager Maryn Pitt and Dr. Joseph Sheley to discuss various issues, including CSU Stanislaus hosting the CSU Track and Field Championships and other sporting events on a regular basis and the possibility of a return to CSUS hosting the 4th of July celebration. Councilmember Bublak also announced that CSUS Baseball will be having a chili cook-off on Saturday, October 6, 2012, from 12:00 p.m. to 5:00 p.m.

Councilmember Jackson commented that the Turlock firefighters will be selling their pink tee shirts at the Turlock Farmer's Market held every Friday, from 8:00 a.m. to 1:00 p.m.

Councilmember Jackson also noted that Turlock Shines will be holding two events with the first being a clean up of South Golden State Boulevard by the Mormon Church on September 29, 2012, and the second being an on-ramp/off-ramp clean up to be held on Saturday, October 6, 2012.

Councilmember Jackson commented she attended the recent Stan Fest Celebration.

## 11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session item.

*Conference with Labor Negotiators*, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Phil Lancaster
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Redevelopment, Community Housing Services Manager, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire

Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Payroll Coordinator, Principal Civil Engineer, Public Facilities Maintenance Manager, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality Control Division Manager

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

## 12. ADJOURNMENT:

Mayor Lazar adjourned the meeting at 8:05 p.m.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5C

# Council Synopsis

October 9, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 12-42, "Curb Return Revisions at Panorama Avenue and Paseo Del Sol," and authorizing the City Engineer to file a Notice of Completion

## 2. DISCUSSION OF ISSUE:

On August 14, 2012, Council awarded a contract in the amount of $9,337 to Haney Concrete of Turlock, California for "Curb Return Revisions at Panorama Ave. and Paseo Del Sol."

| Change Order History | Amount | City Council Meeting |
|---|---|---|
| Original Contract | $9,337 | August 14, 2012 |

This project includes the removal of a curb return access ramp on the northwest corner of the intersection of Panorama Ave. and Paseo Del Sol, and the installation of a new access ramp further to the north on Panorama Ave., in alignment with an existing access ramp to the east. This will allow the pedestrian crossing to be striped perpendicular to vehicular travel and with the proper separation from the adjacent round-a-bout.

## 3. BASIS FOR RECOMMENDATION:

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

B) The new location of the pedestrian crossing will make crossing the street safer for pedestrians.

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

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional cost as the $9,337 in the original contract amount is encumbered in line item number 246-60-600.43700.

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

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

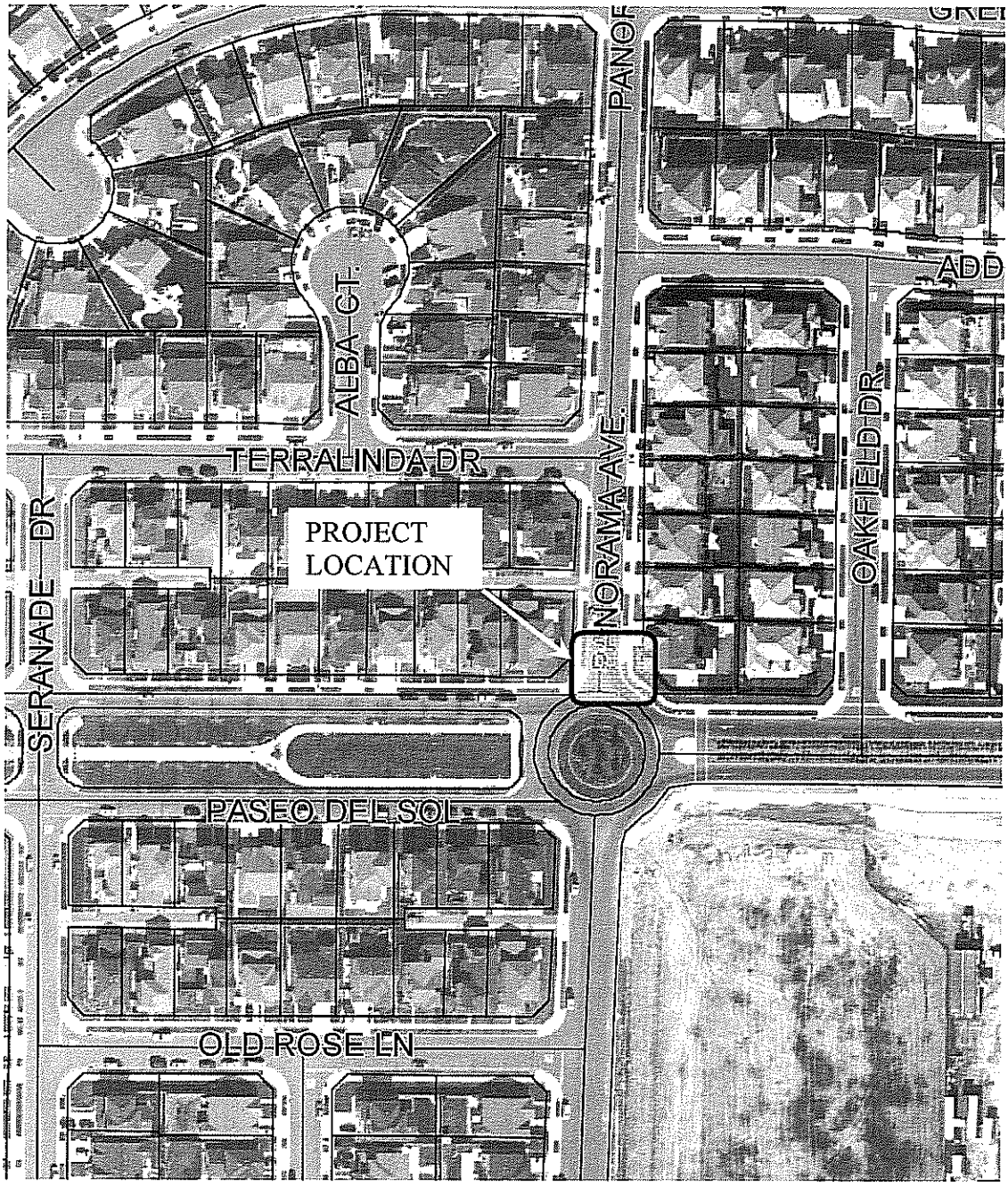
## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

Not accept improvements. This option is not recommended by City Staff because the work was needed to comply with City standards and meets the goals of the City of Turlock Strategic Plan.

City Project No. 12-42
Curb Return Revisions at Panorama Ave. and Paseo Del Sol



# CITY OF TURLOCK

## FINAL QUANTITIES

**Curb Return Revisions at Panorama Ave. and Paseo Del Sol** **Project No. 12-42**

| Item No. | Item Description | Unit of Measure | Contractor's Unit Price | Final Actual Quantities | Final Actual Amount | Bid Quantities | Bid Amount | Total Difference |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| 1 | Remove Existing Improvements | LS | $2,250.00 | 1.00 | $2,250.00 | 1.00 | $2,250.00 | $0.00 |
| 2 | Clearing and Grubbing | LS | $351.00 | 1.00 | $351.00 | 1.00 | $351.00 | $0.00 |
| 3 | Earthwork | LS | $416.00 | 1.00 | $416.00 | 1.00 | $416.00 | $0.00 |
| 4 | Hot Mix Asphalt (PB 70-10) | TON | $378.00 | 2.00 | $756.00 | 2.00 | $756.00 | $0.00 |
| 5 | Minor Concrete (Curb and Gutter) | LF | $27.50 | 40.00 | $1,100.00 | 40.00 | $1,100.00 | $0.00 |
| 6 | Minor Concrete (Sidewalk) | SF | $10.32 | 252.00 | $2,600.00 | 252.00 | $2,600.00 | $0.00 |
| 7 | Minor Concrete (Access Ramp) (Labor Only) | EA | $648.00 | 1.00 | $648.00 | 1.00 | $648.00 | $0.00 |
| 8 | Turf Grass | LS | $630.00 | 1.00 | $630.00 | 1.00 | $630.00 | $0.00 |
| 9 | Repair and Extend Existing Irrigation System | LS | $586.00 | 1.00 | $586.00 | 1.00 | $586.00 | $0.00 |
| | | | | | | | | |
| | ***SUB-TOTAL CONTRACT ITEMS =*** | | | | **$9,337.00** | | **$9,337.00** | **$0.00** |
| *C.O. #* | *CHANGE ORDERS* | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | ***SUB-TOTAL CHANGE ORDER ITEMS =*** | | | | **$0.00** | | **$0.00** | **$0.00** |
| | ***TOTAL PROJECT =*** | | | | **$9,337.00** | | **$9,337.00** | **$0.00** |

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

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

**NOTICE OF COMPLETION**
**CITY PROJECT NO. 12-42**
**CURB RETURN REVISIONS AT PANORAMA AVENUE AND PASEO DEL SOL**

Notice is hereby given that work on the above-referenced project, in the City right-of-way on Panorama Avenue and Paseo Del Sol, was completed by the undersigned agency on October 9, 2012. The contractor of work was Haney Concrete, P.O. Box 205, Turlock, California 95380, 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 October 10, 2012 at Turlock, California, Stanislaus County

**Council Synopsis**

5D

October 9, 2012

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

Prepared by: Stephen Fremming, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Motion: Notification of Contract Change Order No. 3 (Final) in the amount of $2,130 (Fund 306) for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," bringing the contract total to $493,603.33

Resolution: Appropriating $77,000 from Fund 306 "North Turlock Master Plan" reserves into line number 306-40-457.51270 "Construction Project" for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"

Motion: Accepting improvements for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," and authorizing the City Engineer to file a Notice of Completion

## 2. DISCUSSION OF ISSUE:

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

Change Order History:

| | Amount | City Council Meeting |
|---|---|---|
| Original Contract | $ 482,602.60 | 2/28/2012 |
| Change Order No. 1 | $ 6,579.93 | 6/12/2012 |
| Change Order No. 2 | $ 2,290.80 | 7/10/2012 |
| Change Order No. 3 (Final) | $ 2,130.00 | 10/9/2012 |
| Adjusted Contract Total | $ 493,603.33 | |

Change Order No. 3 (Final) Items:

1. **$2,130**. 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.

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 change order items included with Change Order No. 3 (Final) are necessary for resolving differences between estimated and actual bid item quantities.

C. Per the Turlock Municipal Code, the City Council must authorize all fund appropriations.

D. 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)
vi. Storm water management
This project will increase the City's ability to effectively manage storm water.

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

Staff anticipated that, with the exception of the retention payment, all construction contract payments would have been made before the close of fiscal year 2011/12. Therefore, funds totaling $50,000 were budgeted in fiscal year 2012/2013 in line item 306-40-457.51270, "Construction Project." However, the total remaining contract payments to Floyd Johnston Construction in fiscal year 2012/2013 is $114,153.29. Staff requests an appropriation in the amount of $77,000, which when added to the current budget amount of $50,000, will yield a total of $127,000 which will be a sufficient amount complete funding of the project.

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. 3 (Final).

B. Deny acceptance of work completed. Staff does not recommend this as the contractor completed the work according to the City plans and specifications.

C. Reject the appropriation. Staff does not recommend this alternative as this is needed to complete the project funding.

CITY PROJECT NO. 0939
STORM DRAIN PUMP STATION AT NORTH TEGNER ROAD AND SANDSTONE STREET

# CITY OF TURLOCK

**FINAL QUANTITIES**

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

| 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 | $7,500.00 | 1.00 | $7,500.00 | 1.00 | $7,500.00 | $0.00 |
| 2 | REMOVE EXISTING FACILITIES | LS | $5,900.00 | 1.00 | $5,900.00 | 1.00 | $5,900.00 | $0.00 |
| 3 | CONSTRUCTION PROJECT SIGN | LS | $850.00 | 1.00 | $850.00 | 1.00 | $850.00 | $0.00 |
| 4 | WATER POLLUTION CONTROL | LS | $5,185.00 | 1.00 | $5,185.00 | 1.00 | $5,185.00 | $0.00 |
| 5 | TRAFFIC CONTROL SYSTEM | LS | $8,400.00 | 1.00 | $8,400.00 | 1.00 | $8,400.00 | $0.00 |
| 6 | DEWATERING | LS | $6,250.00 | 1.00 | $6,250.00 | 1.00 | $6,250.00 | $0.00 |
| 7 | CLEARING AND GRUBBING | LS | $5,800.00 | 1.00 | $5,800.00 | 1.00 | $5,800.00 | $0.00 |
| **STORM DRAIN SYSTEM** | | | | | | | | |
| 8 | STORM DRAIN PIPE (30") | LF | $128.50 | 554.00 | $71,189.00 | 554.00 | $71,189.00 | $0.00 |
| 9 | STORM DRAIN MANHOLE (48") | EA | $2,980.00 | 2.00 | $5,960.00 | 2.00 | $5,960.00 | $0.00 |
| 10 | STORM DRAIN MANHOLE (60") | EA | $4,600.00 | 3.00 | $13,800.00 | 3.00 | $13,800.00 | $0.00 |
| 11 | STORM DRAIN MANHOLE (60") WITH EXISTING UTILITY ADJUSTMENTS | EA | $4,850.00 | 1.00 | $4,850.00 | 1.00 | $4,850.00 | $0.00 |
| 12 | STORM DRAIN PIPE (18") | LF | $49.00 | 116.00 | $5,684.00 | 116.00 | $5,684.00 | $0.00 |
| **NEW PUMP STATION AND FORCE MAIN** | | | | | | | | |
| 13 | EARTHWORK | LS | $9,600.00 | 1.00 | $9,600.00 | 1.00 | $9,600.00 | $0.00 |
| 14 | SHORING | LS | $3,765.00 | 1.00 | $3,765.00 | 1.00 | $3,765.00 | $0.00 |
| 15 | REINFORCED CONCRETE PUMP VAULT STRUCTURE | LS | $42,610.00 | 1.00 | $42,610.00 | 1.00 | $42,610.00 | $0.00 |
| 16 | REINFORCED CONCRETE VALVE PIT STRUCTURE | LS | $12,780.00 | 1.00 | $12,780.00 | 1.00 | $12,780.00 | $0.00 |
| 17 | MINOR CONCRETE (6" REINFORCED PUMP STATION TOP SLAB) | SF | $16.00 | 372.00 | $5,952.00 | 372.00 | $5,952.00 | $0.00 |
| 18 | MINOR CONCRETE (6" CONCRETE DRIVE AISLE) | SF | $14.00 | 625.00 | $8,750.00 | 625.00 | $8,750.00 | $0.00 |
| 19 | STEEL GRATE COVER SYSTEM | LS | $12,750.00 | 1.00 | $12,750.00 | 1.00 | $12,750.00 | $0.00 |
| 20 | STORM DRAIN PIPE (8") | LF | $26.00 | 13.00 | $338.00 | 13.00 | $338.00 | $0.00 |
| 21 | STORM DRAIN INLET AND GRATE | EA | $1,400.00 | 1.00 | $1,400.00 | 1.00 | $1,400.00 | $0.00 |
| 22 | ELECTRICAL SERVICE EXTENSION TO TRANSFORMER | LS | $17,865.00 | 1.00 | $17,865.00 | 1.00 | $17,865.00 | $0.00 |
| 23 | TRANSFORMER PAD WITH BOLLARDS | LS | $5,335.00 | 1.00 | $5,335.00 | 1.00 | $5,335.00 | $0.00 |
| 24 | ELECTRICAL SYSTEM | LS | $10,930.00 | 1.00 | $10,930.00 | 1.00 | $10,930.00 | $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 |
|---|---|---|---|---|---|---|---|---|
| 25 | PUMP STATION CONTROLS | LS | $47,975.00 | 1.00 | $47,975.00 | 1.00 | $47,975.00 | $0.00 |
| 26 | STORM DRAIN PUMP STATION | LS | $11,000.00 | 1.00 | $11,000.00 | 1.00 | $11,000.00 | $0.00 |
| 27 | DUCTILE IRON PIPE (12") | LF | $290.00 | 34.00 | $9,860.00 | 34.00 | $9,860.00 | $0.00 |
| 28 | DUCTILE IRON 90 DEGREE ELBOW (12") | EA | $775.00 | 2.00 | $1,550.00 | 2.00 | $1,550.00 | $0.00 |
| 29 | CHECK VALVE (12") | EA | $6,450.00 | 2.00 | $12,900.00 | 2.00 | $12,900.00 | $0.00 |
| 30 | GATE VALVE (12") | EA | $2,400.00 | 2.00 | $4,800.00 | 2.00 | $4,800.00 | $0.00 |
| 31 | PIPE SUPPORT | EA | $720.00 | 4.00 | $2,880.00 | 4.00 | $2,880.00 | $0.00 |
| 32 | DUCTILE IRON 45 DEGREE ELBOW (12") | EA | $850.00 | 1.00 | $850.00 | 1.00 | $850.00 | $0.00 |
| 33 | DUCTILE IRON 12x12x12 WYE (12") | EA | $1,600.00 | 1.00 | $1,600.00 | 1.00 | $1,600.00 | $0.00 |
| 34 | DUCTILE IRON INCREASER (12" x 14") | EA | $750.00 | 1.00 | $750.00 | 1.00 | $750.00 | $0.00 |
| 35 | DUCTILE IRON PIPE (14") | LF | $425.00 | 5.00 | $2,125.00 | 5.00 | $2,125.00 | $0.00 |
| 36 | DUCTILE IRON 45 DEGREE ELBOW (14") | EA | $1,650.00 | 2.00 | $3,300.00 | 1.00 | $1,650.00 | $1,650.00 |
| 37 | STORM DRAIN FORCE MAIN PIPE (14" C905 PVC CL 150) | LF | $63.70 | 640.00 | $40,768.00 | 640.00 | $40,768.00 | $0.00 |
| 38 | DUCKBILL CHECK VALVE (14") | EA | $7,250.00 | 1.00 | $7,250.00 | 1.00 | $7,250.00 | $0.00 |
| 39 | CONCRETED ROCK SLOPE PROTECTION | SF | $16.00 | 250.00 | $4,000.00 | 220.00 | $3,520.00 | $480.00 |
| 40 | BACKFILL AND COMPACT WATERLINE | LS | $9,125.00 | 1.00 | $9,125.00 | 1.00 | $9,125.00 | $0.00 |
| **FLOW CONTROL STRUCTURE** | | | | | | | | |
| 41 | REINFORCED CONCRETE BOX CULVERT (6' x 8') | LS | $10,985.00 | 1.00 | $10,985.00 | 1.00 | $10,985.00 | $0.00 |
| 42 | MINOR CONCRETE (8" REINFORCED CONCRETE TOP SLAB) | SF | $75.20 | 94.00 | $7,068.80 | 94.00 | $7,068.80 | $0.00 |
| 43 | MINOR CONCRETE (12" REINFORCED CONCRETE BOTTOM SLAB) | SF | $71.20 | 94.00 | $6,692.80 | 94.00 | $6,692.80 | $0.00 |
| 44 | DOUBLE DOOR ACCESS COVER (36" X 48") | EA | $1,940.00 | 1.00 | $1,940.00 | 1.00 | $1,940.00 | $0.00 |
| 45 | ELECTRIC ACTUATED CANAL GATE (18") | LS | $10,700.00 | 1.00 | $10,700.00 | 1.00 | $10,700.00 | $0.00 |
| 46 | ELECTRICAL SERVICE EXTENSION | LS | $13,170.00 | 1.00 | $13,170.00 | 1.00 | $13,170.00 | $0.00 |
| | ***SUB-TOTAL CONTRACT ITEMS =*** | | | | **$484,732.60** | | **$482,602.60** | **$2,130.00** |

| Item No. | Item Description | Unit of Measure | Contractor's Unit Price | Final Actual Quantities | Final Actual Amount | Bid Quantities | Bid Amount | Total Difference |
|---|---|---|---|---|---|---|---|---|
| C.O. # | CHANGE ORDERS | | | | | | | |
| 1A | WATER STOP GASKETS FOR HDPE PIPE PENETRATIONS TO STRUCTURES [NINE (9) 18" DIA. GASKETS AND SEVEN (7) 30" DIA. GASKETS] | LS | $4,652.86 | 1.00 | $4,652.86 | 0.00 | $0.00 | $4,652.86 |
| 1B | RELOCATE CHAIN LINK FENCE | LS | $1,927.07 | 1.00 | $1,927.07 | 0.00 | $0.00 | $1,927.07 |
| 2A | REMOVAL OF BURIED STEEL DRUM PER EPA REQUIREMENTS FOR HAZARDOUS MATERIAL | LS | $862.50 | 1.00 | $862.50 | 0.00 | $0.00 | $862.50 |
| 2B | ADD REINFORCING STEEL TO CONCRETE SLAB | LS | $1,428.30 | 1.00 | $1,428.30 | 0.00 | $0.00 | $1,428.30 |
| | **SUB-TOTAL CHANGE ORDER ITEMS =** | | | | **$8,870.73** | | **$0.00** | **$8,870.73** |
| | **TOTAL PROJECT =** | | | | **$493,603.33** | | **$482,602.60** | **$11,000.73** |

# CONTRACT CHANGE ORDER AUTHORIZATION FORM

## PROJECT INFORMATION

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

Change Order No. 3 (Final)

| | |
|---|---|
| Project Name: | Storm Drain Pump Station at North Tegner Road and Sandstone Street |
| Project No.: | 0939 |
| Awarded on: | February 28, 2012 |
| Original Contract Amount: | $482,602.60 |
| Increase to contract: | $2,130.00 |
| Increase percentage: | 0.4% |
| Increase of previous CCOs: | $8,870.73 |
| Cumulative percentage: | 2.3% |
| New Contract Total: | $493,603.33 |

Description of change order:

Final Quantities adjustment. See Final Quantities spreadsheet.

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

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

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

Recommended: _____
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. 0939**
**STORM PUMP STATIONS AT NORTH TEGNER AND SANDSTONE**

Notice is hereby given that work on the above-referenced project, at North Tegner and Sandstone, located on the parcel at 4150 N. Golden State Boulevard, was completed by the undersigned agency on October 9, 2012. The contractor of work was Floyd Johnston Construction Company, Inc., 2301 Herndon, Clovis, California 93611, 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 October 10, 2012 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | |
|---|---|
| **IN THE MATTER OF APPROPRIATING $77,000 FROM FUND 306 "NORTH TURLOCK MASTER PLAN" RESERVES INTO LINE NUMBER 306-40-457.51270 "CONSTRUCTION PROJECT" FOR CITY PROJECT NO. 0939, "STORM DRAIN PUMP STATION AT NORTH TEGNER ROAD AND SANDSTONE STREET"** | **RESOLUTION NO. 2012-** |

**WHEREAS,** the 2012/2013 budget included $50,000 in funding at line item 306-40-457.51270, "Construction Project", for the purpose of completing funding for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"; and

**WHEREAS,** by separate action, staff brings forth a Notice of Completion for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"; and

**WHEREAS,** the total remaining contract payments to Floyd Johnston Construction in fiscal year 2012/2013 is $114,153.29 which exceeds the estimated $50,000 approved in the fiscal year 2012/13 budget; and

**WHEREAS,** an additional $77,000 is required to complete construction payments and staff charges for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street."

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate $77,000 from Fund 306 "North Turlock Master Plan" reserves into line number 306-40-457.51270 "Construction Project" for the completion of funding for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street."

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 9th day of October, 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

5E

**Council Synopsis**

October 9, 2012

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

Prepared by: Wayne York, Engineering Technician II

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Resolution: Directing the City Manager or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for federal fiscal year 2012-2013

## 2. DISCUSSION OF ISSUE:

Each year the City works on dozens of capital improvement projects, many of which are funded by federal or state funds. One of the requirements for the use of these funds is that the local legislative body must approve specific documents, assurances, and statements related to each individual project, unless signature authority is delegated to one or more city officials.

This delegated signature authority allows for the expedited processing of documents at multiple phases in the project life cycle. In recent years this delegated authority has assisted Staff in meeting project deadlines, some of which are imposed last minute with only a few days to respond. Without delegated signature authority these deadlines would not have been met; in some cases, the project funding would have been jeopardized.

## 3. BASIS FOR RECOMMENDATION:

A. FHWA, FTA, and the State of California require an authorizing resolution by the local legislative body to delegate signature authority to one or more city officials.

B. Resolution approval will expedite the processing of paperwork to obtain and retain federal and state funding for capital improvement projects.

**Strategic Plan Initiative:**

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact**: None

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Not approve the resolution and require a resolution be prepared for each federal or state-funded project. Staff does not recommend this alternative due to the fact that this action would delay the process of obtaining federal or state funding and could jeopardize funding allocation for some capital improvement projects.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | |
|---|---|
| **IN THE MATTER OF DIRECTING THE CITY MANAGER OR DIRECTOR OF DEVELOPMENT SERVICES/CITY ENGINEER TO SIGN ALL DOCUMENTS, ASSURANCES, AND STATEMENTS IN REGARD TO ANY AND ALL FEDERAL HIGHWAY ADMINISTRATION (FHWA), FEDERAL TRANSIT ADMINISTRATION (FTA), OR STATE-FUNDED PROJECTS FOR FEDERAL FISCAL YEAR 2012-2013** | **RESOLUTION NO. 2012-** |

**WHEREAS,** the City of Turlock has a desire and commitment to apply for and receive federal and state funding to construct various city improvement projects throughout the year; and

**WHEREAS,** certain documents, assurances, and statements, to include right-of-way documents, are required to be approved by the local legislative body, unless approval authority is delegated to one or more city officials through an authorizing resolution; and

**WHEREAS,** the delegation of this signature authority will allow for the expedited processing of such documents, especially when restrictive federal or state project deadlines are imposed, allowing the City of Turlock to be better positioned to obtain or retain federal and state project funds.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the City Manager or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for federal fiscal year 2012-2013.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 9th day of October, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5F

# Council Synopsis

October 9, 2012

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

Prepared by: Maria Ramos / Presented by: Maryn Pitt

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving the rehabilitation forgivable loan #0246-WB, in the amount of $10,000, where the City of Turlock will be in third position, as prescribed by the Adopted Rehabilitation Loan policies and procedures

## 2. DISCUSSION OF ISSUE:

The Housing Rehabilitation Policies and Procedures adopted by the City Council on March 9, 2010, require that the City Council be the authorizing body to approve any rehabilitation loan where the City will be in third position or exceeds the value of the property, in order to make repairs to comply with basic housing quality standards.

The Rehabilitation Program is designed to provide loans and grants to income eligible households for assistance with repairs to their homes. Most income eligible households do not qualify for a conventional home improvement loan large enough to make major repairs, energy efficiency upgrades and/or replacement of items such as a new roof. The City's rehabilitation program provides alternative forms of low interest or deferred payment loans and grants to assist these homeowners in need.

Under normal circumstances, the City will be in a position that will not exceed 100% of the loan to value. But in some instances we may find ourselves willing to offer a loan to an income eligible household requiring assistance with home repairs in order to meet basic housing qualify standards that exceeds the 100% loan to value. To determine eligibility staff will review balances on all existing liens, credit worthiness and loan to value ratios. In reviewing this loan staff has determined that the applicant has met the income and credit criteria. Combined loan to value for this loan will be 110%.

The loan break down for applicant **#0246-WB** is outlined in more detail in Attachment A and is summarized as follows:

| | |
|---|---|
| After rehabilitation value of the house | $103,000 |
| Remaining balance on First Deed of Trust (Wells Fargo) | $ 61,000 |
| Remaining balance on Second Deed of Trust (City of Turlock) | $ 41,000 |
| This Forgivable Loan request | $ 10,000 |

## 3. BASIS FOR RECOMMENDATION:

A. The current policies and procedures require Council approval for loans that places the City in the third position or exceed 100% loan to value.

B. Combined total loan to value ratio will be 110%.

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the current budget. This activity is budgeted under line number 255-41-485.47210_004 ($10,000)

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

As part of the Residential Rehabilitation program, the appropriate NEPA (National Environmental Protection Act) procedures and findings have been complied with as prescribed by HUD.

## 7. ALTERNATIVES:

City Council can choose not to authorize the rehabilitation loan to applicant **#0246-WB**. Homeowner meets all the criteria and requirements for the City to provide the loan. This alternative is not recommended.

Attachment A

# LOAN SUMMARY

Applicant's Name: 0246-WB
Applicant's Address: Glasgow St Turlock, CA 95380
Property Location: Turlock, CA 95380
No. of units: One
Funding Source: Community Development Block Grants and Community Development Block Grants Recovery Act
**Amount to be sent to: AmeriNational Community Services, Inc.**
**Loan Breakdown:**

1.Repairs:

| | | |
|---|---|---|
| A. | $ | 8,300.00 |
| B. | $ | 0.00 |
| C. | $ | 0.00 |
| D. | $ | 0.00 |
| E. | $ | 0.00 |
| Other | $ | 0.00 |
| **Sub** | **$** | **8,300.00** |

| | | | |
|---|---|---|---|
| **Sub** | | **$ 8,300.00** | |
| **Expenses** | | | |
| 1. Low Bid | $ | 8,300.00 | |
| 2. Bldg. Permit | $ | 375.00 | estimate |
| 3. Contingency | $ | 647.17 | 6% |
| 4. Fund Control Fee | $ | 115.00 | |
| 5. Credit Report | $ | 12.83 | |
| 6. Title Report | $ | 350.00 | |
| 7. Appraisal | $ | 0.00 | |
| 8. Origination | $ | 0.00 | |
| 9. Termite | $ | 0.00 | |
| 10. Recording(s) | $ | 0.00 | |
| 11. Doc Prep Fee. | $ | 95.00 | |
| 12. Warehousing Fee | $ | 105.00 | |
| 13. Tax Service | $ | 0.00 | |
| 14. Drawings | $ | 0.00 | |
| 15. Lead Insp. | $ | 0.00 | |
| 16. Chimney | $ | 0.00 | |
| 17. HVAC | $ | 0.00 | |
| 18. Storage Container | $ | 0.00 | |
| TOTAL | $ | **10,000.00** | |

| | | | |
|---|---|---|---|
| NSP Loan | $ | As is Value | $ 103,000.00 |
| Amortized Loan | $ 0.00 | Estimated After Rehab Value | $ 103,000.00 |
| Forgivable Loan | $ 10,000.00 | Present Liens | $ 102,000.00 |
| Other | $ | After Rehab Liens | $ 112,000.00 |
| **TOTAL** | **$ 10,000.00** | Combined Loan to Value: | 110% |

Community Development Block Grants funds will allow the rehabilitation of the property. City will be at 110% combined loan to value after rehabilitation. Staff recommends approval.

5G

# Council Synopsis

October 9, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Dan Madden

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving the Maintenance Agreement with Mo-Cal Office Solutions of Modesto for nine (9) multifunctional copiers for Police, Finance, Planning, Building, Recreation, Human Resources and Fleet Maintenance for a period of twelve (12) months and not to exceed $3,000 annually

## 2. DISCUSSION OF ISSUE:

On May 22, 2012 the City Council approved the agreement with Kyocera Mita America, Inc., through the Association of Education of Purchasing Agencies (AEPA) under Contract no. AEPA009D with maintenance provided by Mo-Cal of Modesto, for the lease of nine (9) multifunctional copiers for placement in Police (3), Finance (1), Planning (1), Building (1), Recreation (1), Human Resources (1) and Fleet Maintenance (1) for a period of 63-month lease period.

The maintenance agreement with Mo-Cal Office Solutions includes service calls, service labor, toner and all replacement parts necessary to keep the equipment working within the manufacturer's specifications. This maintenance agreement will protect the City from costly repairs and the maintenance of the copiers.

The base rates for the following machines are indicated below:

1) Four (4) Kyocera FS-1135 MFP will be on a flat annual rate of $190 per unit, an annual cost for 4 units at $760.

2) Two (2) Kyocera Taskalfa 3500i will be based on a cost per copy at $0.0079 per copy, based on the volume per month. The usage for this unit is approximately 4,500 copies per month, which will equate to $36 per month, an annual cost of $432 per unit.

3) Two Kyocera Taskalfa 4500i will be on a cost per copy at $0.0079 per copy, based on the volume per month. The usage for this unit is approximately 7,000 copies per month, which will equate to $55 per month, an annual cost of $660 per unit.

These copiers are a necessity to the daily operations of the departments. The term of the agreement is for a period of twelve months, starting from the time of the lease agreement and ending May 22, 2013 with three one year extensions.

The standard service call rate is $125 per unit, plus additional cost for parts, labor and supplies without an annual maintenance agreement.

## 3. BASIS FOR RECOMMENDATION:

Staff recommends the approval of the Maintenance Agreement with Mo-Cal Office Solutions of Modesto, for a period of twelve months.

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line numbers:
110-10-110.43065 Human Resources Copier Maintenance/lease
110-10-106.43065 Finance Division Copier Maintenance/Lease the cost will be split equally with Municipal Services WQC 410-51-530.43065 and Water 420-52-550.43065 Copier Maintenance/Lease.
110-20-200.43065 Police Department Copier Maintenance/Lease
110-40-400.43065 Planning Division Copier Maintenance/Lease
110-61-620.43065 Recreation Copier Maintenance/Lease
505-50-525.43065 Fleet Maintenance Copier Maintenance/Lease
405-40-405.43065 Building Safety Copier Maintenance/Lease

Fiscal impact to above line number: Not to exceed $3,000 annually.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

1. Council may reject the maintenance/service agreement.
2. Staff does not recommend this alternative. The City would have to pay a standard rate charge of $125 per hour for each service call, plus replacement parts and supplies.

# ADDENDUM TO SERVICE AGREEMENT
**between**
**CITY OF TURLOCK (hereinafter "CITY")**
**and**
**MO-CAL OFFICE SOLUTIONS (hereinafter "CONTRACTOR")**
**City Contract No. 12-045-1 THROUGH 12-045-9**

1. **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) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

(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: (1) 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 (2)



OK for Agenda

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

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

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

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

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

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

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

independent contractors and subcontractors. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from or in any manner related to any work performed or services provided under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require CONTRACTOR to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the party to be indemnified.

**IN WITNESS WHEREOF**, the parties have caused this Addendum 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 E. Weaver, City Clerk

**MO-CAL OFFICE SOLUTIONS**

By: _____

Title: _____

Print name: _____

Date: _____

mo-cal
OFFICE SOLUTIONS
1311 Woodland Ave Suite 2 – Modesto, Ca. 95351
Phone 209-529-8121 Fax 529-8162

# Maintenance Agreement

Agreement Number

City's Contract No. 12-045-4

**Billing Information**

CITY OF TURLOCK
Name
156 S. BROADWAY STE. 112
Address
TURLOCK, CA 95380-5454
City, State Zip
BETTY GONZALEZ
Contact
209/668-5540 EXT. 440 209/668-5576
Contact Phone Fax Number
BGONZALEZ@TURLOCK.CA.US
E-Mail

**Location Information**

CITY OF TURLOCK
Name
POLICE PROPERTY
Location
900 N. PALM
Address
TURLOCK, CA 95381
City, State Zip
Contact
Contact Phone Fax Number

**Equipment / Rate Information**

☐ See Attached Equipment List

Make/Model KYOCERA FS-1135MFP Serial Number 41Y04847

Starting Date 4/1/2012 Beginning Meter _____ B/W _____ Color

Base Rate $190.00 Includes 11,875 B/W pages and _____ color pages

Overage Rate $0.016 per B/W page, _____ per color page

Base Schedule ☒ Annual ☐ Quarterly ☐ Monthly Overage Schedule ☒ Annual ☐ Quarterly ☐ Monthly

Network Support Addendum _____ ☐ Approved ☐ Declined (Reference Item 13 on page 2)

**Exclusions**

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies unless excluded below. All paper and staples are excluded.

☐ Black Toner ☐ Color Toner ☐ Black Ink ☐ Color Ink ☐ Maintenance Kits/Items
☐ Developer ☐ Developer Unit ☐ Fuser Unit/Rollers ☐ Imaging Unit (PCU) ☐ Drum/Drum

See Agreement Provisions for additional exclusions.

☑ **Accept, please sign below** ☐ **Decline** _____ **(please initial and return to MoCal)**

_____ Roy Wasden, City Manager _____
Customer Signature Print Name / Title Date

_____ _____
MoCal Office Solutions Date

# Agreement Provisions

Initial by Mo-Cal ____ Initial by the Customer

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.

The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightening, electrical power failure or for any other cause external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. It the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies Initial by Mo-Cal ____ Initial by the Customer

Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.~~

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.

Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

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This Agreement will automatically renew at the end of each year.

The maintenance rate will not be increased during the first twelve months of the Agreement start date ~~and will not be increased more than fifteen percent during any twelve month period thereafter~~.

The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancelation fee.

MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 10 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.

California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

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The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

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OFFICE SOLUTIONS
1311 Woodland Ave Suite 2 – Modesto, Ca. 95351
Phone 209-529-8121 Fax 529-8162

# Maintenance Agreement

Agreement Number

City's Contract No. 12-045-2

**Billing Information**

CITY OF TURLOCK
Name
156 S. BROADWAY STE. 112
Address
TURLOCK, CA 95380-5454
City, State Zip
BETTY GONZALEZ
Contact
209/668-5540 EXT. 440 — 209/668-5576
Contact Phone — Fax Number
BGONZALEZ@TURLOCK.CA.US
E-Mail

**Location Information**

CITY OF TURLOCK
Name
POLICE RECORDS
Location
900 N. PALM
Address
TURLOCK, CA 95381
City, State Zip
Contact
Contact Phone — Fax Number

**Equipment / Rate Information**

☐ See Attached Equipment List

Make/Model KYOCERA FS-1135MFP Serial Number 41Y04850

Starting Date 4/1/2012 Beginning Meter _____ B/W _____ Color

Base Rate $190.00 Includes 11,875 B/W pages and _____ color pages

Overage Rate $0.016 per B/W page, _____ per color page

Base Schedule ☒ Annual ☐ Quarterly ☐ Monthly Overage Schedule ☒ Annual ☐ Quarterly ☐ Monthly

Network Support Addendum _____ ☐ Approved ☐ Declined (Reference Item 13 on page 2)

**Exclusions**

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies unless excluded below. All paper and staples are excluded.

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☐ Developer ☐ Developer Unit ☐ Fuser Unit/Rollers ☐ Imaging Unit (PCU) ☐ Drum/Drum

See Agreement Provisions for additional exclusions.

☑ **Accept, please sign below** ☐ **Decline** _____ **(please initial and return to MoCal)**

_____ Roy Wasden, City Manager _____
Customer Signature — Print Name / Title — Date

_____ _____
MoCal Office Solutions — Date

# Agreement Provisions

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This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

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OFFICE SOLUTIONS
1311 Woodland Ave Suite 2 – Modesto, Ca. 95351
Phone 209-529-8121 Fax 529-8162

# Maintenance Agreement

Agreement Number

City's Contract No. 12-045-3

**Billing Information**

CITY OF TURLOCK
Name
156 S. BROADWAY STE. 112
Address
TURLOCK, CA 95380-5454
City, State Zip
BETTY GONZALEZ
Contact
209/668-5540 EXT. 440 — 209/668-5576
Contact Phone — Fax Number
BGONZALEZ@TURLOCK.CA.US
E-Mail

**Location Information**

CITY OF TURLOCK
Name
POLICE RECORDS
Location
900 N. PALM
Address
TURLOCK, CA 95381
City, State Zip
Contact
Contact Phone — Fax Number

**Equipment / Rate Information**

☐ See Attached Equipment List

Make/Model KYOCERA TASKALFA 3500i Serial Number N482106710

Starting Date 4/1/2012 Beginning Meter _____ B/W _____ Color

Base Rate _____ Includes _____ B/W pages and _____ color pages

Overage Rate $0.0079 per B/W page, _____ per color page

Base Schedule ☐ Annual ☐ Quarterly ☐ Monthly Overage Schedule ☐ Annual ☐ Quarterly ☒ Monthly

Network Support Addendum _____ ☐ Approved ☐ Declined (Reference Item 13 on page 2)

**Exclusions**

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies unless excluded below. All paper and staples are excluded.

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See Agreement Provisions for additional exclusions.

☑ **Accept, please sign below** ☐ **Decline** ____ **(please initial and return to MoCal)**

_____ Roy Wasden, City Manager _____
Customer Signature — Print Name / Title — Date

_____ _____
MoCal Office Solutions — Date

# Agreement Provisions

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Phone 209-529-8121 Fax 529-8162

# Maintenance Agreement

Agreement Number

City's Contract No. 12-045 -4

**Billing Information**

CITY OF TURLOCK
Name
156 S. BROADWAY STE. 112
Address
TURLOCK, CA 95380-5454
City, State Zip
BETTY GONZALEZ
Contact
209/668-5540 EXT. 440 — 209/668-5576
Contact Phone — Fax Number
BGONZALEZ@TURLOCK.CA.US
E-Mail

**Location Information**

CITY OF TURLOCK
Name
FLEET MAINTENANCE
Location
701 S. WALNUT
Address
TURLOCK, CA 95380
City, State Zip
Contact
Contact Phone — Fax Number

**Equipment / Rate Information**

☐ See Attached Equipment List

Make/Model KYOCERA FS-1135MFP Serial Number 41Y04856

Starting Date 4/1/2012 Beginning Meter _____ B/W _____ Color

Base Rate $190.00 Includes 11,875 B/W pages and _____ color pages

Overage Rate $0.016 per B/W page, _____ per color page

Base Schedule ☒ Annual ☐ Quarterly ☐ Monthly Overage Schedule ☒ Annual ☐ Quarterly ☐ Monthly

Network Support Addendum _____ ☐ Approved ☐ Declined (Reference Item 13 on page 2)

**Exclusions**

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies unless excluded below. All paper and staples are excluded.

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See Agreement Provisions for additional exclusions.

☑ **Accept, please sign below** ☐ **Decline** _____ **(please initial and return to MoCal)**

_____ Roy Wasden, City Manager _____
Customer Signature — Print Name / Title — Date

_____ _____
MoCal Office Solutions — Date

# Agreement Provisions

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Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

A MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

Initial by Mo-Cal ____ Initial by the Customer

*Item #7 has been modified to include the following:
On each anniversary date, Mo-Cal Office Solutions will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in San Francisco-Oakland Consumer Price Index published prices, whichever is

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OFFICE SOLUTIONS
1311 Woodland Ave Suite 2 – Modesto, Ca. 95351
Phone 209-529-8121 Fax 529-8162

# Maintenance Agreement

Agreement Number

City's Contract No. 12-045 – 5

**Billing Information**

CITY OF TURLOCK
Name
156 S. BROADWAY STE. 112
Address
TURLOCK, CA 95380-5454
City, State Zip
BETTY GONZALEZ
Contact
209/668-5540 EXT. 440 209/668-5576
Contact Phone Fax Number
BGONZALEZ@TURLOCK.CA.US
E-Mail

**Location Information**

CITY OF TURLOCK
Name
STE 130 BUILDING DIVISION
Location
156 S. BROADWAY
Address
TURLOCK, CA 95380
City, State Zip
Contact
Contact Phone Fax Number

**Equipment / Rate Information**

☐ See Attached Equipment List

Make/Model KYOCERA MS-1135MFP Serial Number 41Y04854

Starting Date 4/1/2012 Beginning Meter _____ B/W _____ Color

Base Rate $190.00 Includes 11,875 B/W pages and _____ color pages

Overage Rate $0.016 per B/W page, _____ per color page

Base Schedule ☒ Annual ☐ Quarterly ☐ Monthly Overage Schedule ☒ Annual ☐ Quarterly ☐ Monthly

Network Support Addendum _____ ☐ Approved ☐ Declined (Reference Item 13 on page 2)

**Exclusions**

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies unless excluded below. All paper and staples are excluded.

☐ Black Toner ☐ Color Toner ☐ Black Ink ☐ Color Ink ☐ Maintenance Kits/Items
☐ Developer ☐ Developer Unit ☐ Fuser Unit/Rollers ☐ Imaging Unit (PCU) ☐ Drum/Drum
See Agreement Provisions for additional exclusions.

☑ **Accept, please sign below** ☐ **Decline** _____ **(please initial and return to MoCal)**

_____ Roy Wasden, City Manager _____
Customer Signature Print Name / Title Date

_____ _____
MoCal Office Solutions Date

# Agreement Provisions

Initial by Mo-Cal ____ Initial by the Customer ____

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightening, electrical power failure or for any other cause external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. It the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies Initial by Mo-Cal ____ Initial by the Customer ____

Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.~~
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.
Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations

This Agreement will automatically renew at the end of each year.
The maintenance rate will not be increased during the first twelve months of the Agreement start date ~~and will not be increased more than fifteen percent during any twelve month period thereafter~~.
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancelation fee.
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 10 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

A MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

Initial by Mo-Cal ____ Initial by the Customer ____

*Item #7 has been modified to include the following:
On each anniversary date, Mo-Cal Office Solutions will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in San Francisco-Oakland Consumer Price Index published prices, whichever is

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1311 Woodland Ave Suite 2 – Modesto, Ca. 95351
Phone 209-529-8121 Fax 529-8162

# Maintenance Agreement

Agreement Number

City's Contract No. 12-045 -4

**Billing Information**

CITY OF TURLOCK
Name
156 S. BROADWAY STE. 112
Address
TURLOCK, CA 95380-5454
City, State Zip
BETTY GONZALEZ
Contact
209/668-5540 EXT. 440 — 209/668-5576
Contact Phone — Fax Number
BGONZALEZ@TURLOCK.CA.US
E-Mail

**Location Information**

CITY OF TURLOCK
Name
STE 120 PLANNING DEPT.
Location
156 S. BROADWAY
Address
TURLOCK, CA 95380
City, State Zip
Contact
Contact Phone — Fax Number

**Equipment / Rate Information**

☐ See Attached Equipment List

Make/Model KYOCERA TASKALFA 4500I Serial Number Q2100821

Starting Date 4/1/2012 Beginning Meter _____ B/W _____ Color

Base Rate _____ Includes _____ B/W pages and _____ color pages

Overage Rate $0.0079 per B/W page, _____ per color page

Base Schedule ☐ Annual ☐ Quarterly ☐ Monthly Overage Schedule ☐ Annual ☐ Quarterly ☒ Monthly

Network Support Addendum _____ ☐ Approved ☐ Declined (Reference Item 13 on page 2)

**Exclusions**

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies unless excluded below. All paper and staples are excluded.

☐ Black Toner ☐ Color Toner ☐ Black Ink ☐ Color Ink ☐ Maintenance Kits/Items
☐ Developer ☐ Developer Unit ☐ Fuser Unit/Rollers ☐ Imaging Unit (PCU) ☐ Drum/Drum
See Agreement Provisions for additional exclusions.

☑ **Accept, please sign below** ☐ **Decline** _____ **(please initial and return to MoCal)**

_____ Roy Wasden, City Manager _____
Customer Signature — Print Name / Title — Date

_____ _____
MoCal Office Solutions — Date

# Agreement Provisions

Initial by Mo-Cal ____ Initial by the Customer

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.

The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightening, electrical power failure or for any other cause external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. It the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies Initial by Mo-Cal ____ Initial by the Customer

Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of $15.00~~.

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.

Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations

This Agreement will automatically renew at the end of each year.

The maintenance rate will not be increased during the first twelve months of the Agreement start date ~~and will not be increased more than fifteen percent during any twelve month period thereafter~~.

The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancelation fee.

MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 10 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.

California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

A MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

Initial by Mo-Cal ____ Initial by the Customer

*Item #7 has been modified to include the following:
On each anniversary date, Mo-Cal Office Solutions will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in San Francisco-Oakland Consumer Price Index published prices, whichever is

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OFFICE SOLUTIONS
1311 Woodland Ave Suite 2 – Modesto, Ca. 95351
Phone 209-529-8121 Fax 529-8162

# Maintenance Agreement

Agreement Number

City's Contract No. 12-045 – 7

**Billing Information**

CITY OF TURLOCK
Name
156 S. BROADWAY STE. 112
Address
TURLOCK, CA 95380-5454
City, State Zip
BETTY GONZALEZ
Contact
209/668-5540 EXT. 440 — 209/668-5576
Contact Phone — Fax Number
BGONZALEZ@TURLOCK.CA.US
E-Mail

**Location Information**

CITY OF TURLOCK
Name
FINANCE
Location
156 S. BROADWAY
Address
TURLOCK, CA 95380
City, State Zip
Contact
Contact Phone — Fax Number

**Equipment / Rate Information**

☐ See Attached Equipment List

Make/Model KYOCERA TASKALFA 3500i MFP Serial Number N482507634

Starting Date 7/1/2012 Beginning Meter _____ B/W _____ Color

Base Rate _____ Includes _____ B/W pages and _____ color pages

Overage Rate $0.0079 per B/W page, _____ per color page

Base Schedule ☐ Annual ☐ Quarterly ☐ Monthly Overage Schedule ☐ Annual ☐ Quarterly ☒ Monthly

Network Support Addendum _____ ☐ Approved ☐ Declined (Reference Item 13 on page 2)

**Exclusions**

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies unless excluded below. All paper and staples are excluded.

☐ Black Toner ☐ Color Toner ☐ Black Ink ☐ Color Ink ☐ Maintenance Kits/Items
☐ Developer ☐ Developer Unit ☐ Fuser Unit/Rollers ☐ Imaging Unit (PCU) ☐ Drum/Drum

See Agreement Provisions for additional exclusions.

☑ **Accept, please sign below** ☐ **Decline** _____ **(please initial and return to MoCal)**

_____ Roy Wasden, City Manager _____
Customer Signature — Print Name / Title — Date

_____ _____
MoCal Office Solutions — Date

# Agreement Provisions

Initial by Mo-Cal ____ Initial by the Customer JV

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.

The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightening, electrical power failure or for any other cause external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

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5. Supplies Initial by Mo-Cal ____ Initial by the Customer JV

Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.~~

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.

Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations

This Agreement will automatically renew at the end of each year.

The maintenance rate will not be increased during the first twelve months of the Agreement start date ~~and will not be increased more than fifteen percent during any twelve month period thereafter~~.

The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancelation fee.

MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 10 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.

California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

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14. Color Prints / Copies (color devices only)

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15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

Initial by Mo-Cal ____ Initial by the Customer JV

*Item #7 has been modified to include the following:
On each anniversary date, Mo-Cal Office Solutions will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in San Francisco-Oakland Consumer Price Index published prices, whichever is

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OFFICE SOLUTIONS
1311 Woodland Ave Suite 2 – Modesto, Ca. 95351
Phone 209-529-8121 Fax 529-8162

# Maintenance Agreement

Agreement Number

City's Contract No. 12-045 – 8

**Billing Information**

CITY OF TURLOCK
Name
156 S. BROADWAY STE. 112
Address
TURLOCK, CA 95380-5454
City, State Zip
BETTY GONZALEZ
Contact
209/668-5540 EXT. 440 — 209/668-5576
Contact Phone — Fax Number
BGONZALEZ@TURLOCK.CA.US
E-Mail

**Location Information**

CITY OF TURLOCK
Name
RECREATION DEPARTMENT
Location
144 S. BROADWAY
Address
TURLOCK, CA 95380
City, State Zip
Contact
Contact Phone — Fax Number

**Equipment / Rate Information**

☐ See Attached Equipment List

Make/Model KYOCERA TASKALFA 4500I Serial Number Q2100748

Starting Date 4/1/2012 Beginning Meter _____ B/W _____ Color

Base Rate _____ Includes _____ B/W pages and _____ color pages

Overage Rate $0.0079 per B/W page, _____ per color page

Base Schedule ☐ Annual ☐ Quarterly ☐ Monthly Overage Schedule ☐ Annual ☐ Quarterly ☒ Monthly

Network Support Addendum _____ ☐ Approved ☐ Declined (Reference Item 13 on page 2)

**Exclusions**

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies unless excluded below. All paper and staples are excluded.

☐ Black Toner ☐ Color Toner ☐ Black Ink ☐ Color Ink ☐ Maintenance Kits/Items
☐ Developer ☐ Developer Unit ☐ Fuser Unit/Rollers ☐ Imaging Unit (PCU) ☐ Drum/Drum

See Agreement Provisions for additional exclusions.

☑ **Accept, please sign below** ☐ **Decline** _____ **(please initial and return to MoCal)**

_____ Roy Wasden, City Manager _____
Customer Signature — Print Name / Title — Date

_____ _____
MoCal Office Solutions — Date

# Agreement Provisions

Initial by Mo-Cal ____ Initial by the Customer

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.

The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightening, electrical power failure or for any other cause external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning

When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. It the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies Initial by Mo-Cal ____ Initial by the Customer

Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.~~

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.

Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations

This Agreement will automatically renew at the end of each year.

The maintenance rate will not be increased during the first twelve months of the Agreement start date ~~and will not be increased more than fifteen percent during any twelve month period thereafter~~.

The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, plus a $300.00 cancelation fee.

MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees

All Agreement fees are due and payable within 10 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.

California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

A MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

Initial by Mo-Cal ____ Initial by the Customer

*Item #7 has been modified to include the following:
On each anniversary date, Mo-Cal Office Solutions will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in San Francisco-Oakland Consumer Price Index published prices, whichever is lower.

mo-cal
OFFICE SOLUTIONS
1311 Woodland Ave Suite 2 – Modesto, Ca. 95351
Phone 209-529-8121 Fax 529-8162

# Maintenance Agreement

Agreement Number

City's Contract No. 12-045 – 9

**Billing Information**

CITY OF TURLOCK
Name
156 S. BROADWAY STE. 112
Address
TURLOCK, CA 95380-5454
City, State Zip
BETTY GONZALEZ
Contact
209/668-5540 EXT. 440 — 209/668-5576
Contact Phone — Fax Number
BGONZALEZ@TURLOCK.CA.US
E-Mail

**Location Information**

CITY OF TURLOCK
Name
HR
Location
156 S. BROADWAY
Address
TURLOCK, CA 95380
City, State Zip
Contact
Contact Phone — Fax Number

**Equipment / Rate Information**

☐ See Attached Equipment List

Make/Model KYOCERA TASKALFA 3500i MFP Serial Number N482507564

Starting Date 7/1/2012 Beginning Meter _____ B/W _____ Color

Base Rate _____ Includes _____ B/W pages and _____ color pages

Overage Rate $0.0079 per B/W page, _____ per color page

Base Schedule ☐ Annual ☐ Quarterly ☐ Monthly Overage Schedule ☐ Annual ☐ Quarterly ☒ Monthly

Network Support Addendum _____ ☐ Approved ☐ Declined (Reference Item 13 on page 2)

**Exclusions**

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies unless excluded below. All paper and staples are excluded.

☐ Black Toner ☐ Color Toner ☐ Black Ink ☐ Color Ink ☐ Maintenance Kits/Items
☐ Developer ☐ Developer Unit ☐ Fuser Unit/Rollers ☐ Imaging Unit (PCU) ☐ Drum/Drum
See Agreement Provisions for additional exclusions.

☑ **Accept, please sign below** ☐ **Decline** _____ **(please initial and return to MoCal)**

_____ Roy Wasden, City Manager _____
Customer Signature — Print Name / Title — Date

_____ _____
MoCal Office Solutions — Date

# Agreement Provisions

Initial by Mo-Cal ____ Initial by the Customer ____

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightening, electrical power failure or for any other cause external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

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# Council Synopsis

October 9, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Dan Madden

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving the agreement with West Coast Equipment for Parcel No. 044-10-39 consisting of 20 acres, northeast corner of Kilroy and W. Linwood Avenue, for agricultural farming, for a period of fifty (50) months

## 2. DISCUSSION OF ISSUE:

This report recommends the City Council authorize the City Manager to negotiate and execute a land lease agreement with West Coast Equipment, for crop farming for a period of fifty months ending December 31, 2016. West Coast Equipment has been in business for over 24 years and is experienced in the farming operations.

This lease will generate long-term revenue for the City for the next four years and reduce the need for contract services relevant to weed control.

Staff is recommending an authorization to award said Contract No. 12-051 with West Coast Equipment of Turlock, meeting all requirements and the highest bidder in leasing 20 acres.

The Purchasing Office issued an informal bid for land lease on Request for Quotation (RFQ) 12-242. Four (4) vendors were solicited and two (2) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract. Purchasing evaluated the bids. Award bid recap is shown below:

| | |
|---|---|
| 1) Kevin Peterson of Turlock | Quoted $225 per acre, at $4,500 annually |
| 2) West Coast Equipment | Quoted $400 per acre, at $8,000 annually |
| 3) Mrs. Jim Alvernaz of Turlock | No bid response |
| 4) Joe Couto of Turlock | No bid response |

## 3. BASIS FOR RECOMMENDATION:

Staff recommends the approval of the Land Lease Agreement with West Coast Equipment for agricultural farming for a period of fifty months. The tenant agrees to keep the leased premises in good clean condition during the entire term of this lease.

**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:

No fiscal Impact.
The leasing of this land will generate $8,000 annually.
The minimum annual rent is payable in 2 equal installment during the months of October and July of each year during the term of the agreement.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Do not approve this agreement. Staff does not recommend this, as we would lose out on the opportunity to lease the 20 acres of land and the revenue we could generate.

**GROUNDS LEASE AGREEMENT**
**between**
**CITY OF TURLOCK**
**and**
**WEST COAST EQUIPMENT**
**for**
**LAND LEASE FOR AGRICULTURAL**
**CONTRACT NO. 12-051**

---

**THIS LEASE AGREEMENT** is entered into this 9th day of October 2012 by and between the **CITY OF TURLOCK**, a municipal corporation, (hereinafter referred to as "City") and **WEST COAST EQUPMENT** (hereinafter referred to as "Tenant"), in the County of Stanislaus, State of California.

1. **LEASED PREMISES:** City, in consideration of the rents and covenants contained in this Lease, does hereby lease to Tenant, and Tenant does hereby rent from City the following described premises, situated in the County of Stanislaus, State of California, hereinafter referred to as the "Leased Premises" and described as follows:

(a) Parcel No. 044-010-039 consisting of 20 acres;
(b) Northeast corner of 1300 South Kilroy and 2201 West Linwood; and
(c) As shown on Exhibit "I" attached hereto and made a part hereof.

2. **TERM:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of fifty (50) months ending December 31, 2016.

3. **RENT:** Tenant agrees to pay City for the Leased Premises, during the entire terms as detailed below:

(a) Tenant shall pay City a sum of Four Hundred and No/100ths Dollars ($400.00) per acre per year in accordance with Exhibit A and Eight Thousand and No/100ths Dollars ($8,000.00) for each year of the agreement. Semi-annual payments are due and payable on October 10th for $4,000 and second payment due on July 1st for $4,000.

(b) Payments of rent or other amount due shall be in lawful money. If Tenant fails to make payment within ten (10) days after the payment is due, Tenant shall be obligated to pay a late payment fee of five percent (5%) of the overdue amount, and, in addition, any payment that is not paid within thirty (30) days after the amount is due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid. Payments received will be applied first to the late payment fee, then to the finance charge, and then to the base amount due. A fee of thirty dollars ($30.00) shall be paid by Tenant for all checks returned by the bank due to insufficient funds, account closed, or any other reason.

4. **SURRENDER OF PREMISES**: Tenant will, at the expiration of this Lease, remove all personal property and equipment from the Leased Premises and will quietly yield and surrender the Leased Premises to City in the same good condition that existed when it took them, to be

OK for Agenda

determined at City's sole discretion, normal wear and tear and damage from the elements excepted. If Tenant improvements are made during the term of this Lease, City has the option to accept the Premises in improved condition rather than requiring Tenant to restore them.

**5. HOLD-OVER TENANCY:** If Tenant remains in possession of the Leased Premises after the expiration of this Lease and without an agreement to extend the term or execution of a new lease, it shall be deemed to be occupying the Leased Premises as a Tenant from month-to-month only, upon the same terms and conditions contained in this Lease, to the extent the same terms are applicable to a month-to-month tenancy, rent shall be paid monthly on or before the first day of the month.

**6. ASSIGNMENT OR SUBLEASE**: The Lease Premises may not be assigned or sublet, in whole or in part, by Tenant without the prior written consent of City. Absent the written consent of City, an assignment or sublease shall not release. Tenant from its obligations under this Lease. Any assignment or sublease attempted to be made in violation of this Lease shall be void. The terms of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assignees.

**7. RIGHT OF ENTRY:** City shall have the right upon reasonable notice to enter the Leased Premises during all business hours (except in emergency situations when entry shall be immediate) for the purposes of inspecting the Leased Premises, or for the purpose of showing the Lease Premises to prospective tenants, purchasers and others, City shall use reasonable efforts to not unduly interfere with Tenant's use of the Leased Premises.

**8. CARE OF PREMISES:** Tenant accepts the Leased Premises in the "as is" condition without any obligation on the part of City to improve same, unless specifically set forth in this Lease, and agrees to keep the Leased Premises in good clean condition during the entire term of this Lease.

**9. USE:** Tenant will use the Leased Premises for crop farming purposes only and will make no other use of the Leased Premises without City's prior written consent in each instance. In its use of the Leased Premises, Tenant agrees to:

(a) Follow generally recommended practices in plowing, planting and cultivating to prevent excessive loss of soil and water through sheet erosion, and to control gullies in their early stages; and

(b) Use diligence to prevent noxious weeds from going to seed on the Leased Premises and to destroy the same and keep the weeds and grass cut; and

(c) To keep the pipelines and fence lines free of weeds by spraying a herbicide twice a year; and

(d) Any excess water used after property allotment will be paid by Tenant; and

(e) Preserve established watercourses or ditches and to refrain from any operation that will injure them.

Tenant agrees to use and work the Lease Premises in such manner only as is usual and customary in skillful and proper crop farming operations of similar character when conducted by proprietors on their own land and in accordance with the requirements, methods and practices of

good husbandry, and in such manner as not to cause permanent injury to the Leased Premises or inconvenience or hindrance to any subsequent farming operation or other use.

During the term of this Lease, Tenant shall comply with all applicable laws and ordinances and City rules and regulations in its use of the Leased Premises.

City reserves the right to post signs prohibiting hunting on any or all tracts that are the subject of this Lease. If City prohibits hunting, such prohibition shall apply to Tenant and Tenant shall not be permitted to hunt or authorize others to hunt on the affected tract(s) without City's prior written consent.

**10. IRRIGATION WATER:** Tenant shall be responsible for all irrigation water and will pay such charges as determined to be due by City. Tenant shall arrange for and pay all other utilities.

**11. ENVIRONMENTAL REQUIREMENTS:** Tenant shall not install, use, generate, store or dispose of in or about the Leased Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or California Environmental Response and Liability Act or any similar law or regulation relating to environmental protection or human health, including without limitation any material containing asbestos or PCBs (collectively "Hazardous Materials") without City's written approval of each Hazardous Material. City shall not unreasonably withhold its approval of use by Tenant of immaterial quantities of Hazardous Materials customarily used in similar farming operations to long as Tenant uses such Hazardous Materials in accordance with applicable laws and the manufacturer's instructions. Tenant shall indemnify, defend and hold City harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether City has approved the activity.

**12. INDEMNIFICATION:** Tenant agrees to defend and hold harmless City from injuries, damages and loss, including costs and attorneys' fees, arising from the willful or negligent acts and omissions of Tenant, its employees, officers and agents under this Lease. City shall have no responsibility for any indirect or consequential damages suffered by Tenant, or by any person, firm or corporation not a party to this Lease.

**13. INSURANCE**: TENANT shall not commence work under this Agreement until TENANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall TENANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. TENANT 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 TENANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) TENANT 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 TENANT; and with respect to liability arising out of work or operations performed by or on behalf of TENANT, 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 TENANT's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, TENANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of TENANT'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 coverage's, the insurer, broker/producer, or TENANT shall provide CITY with thirty (30) days' prior written notice of such action.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional

insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

(f) Verification of Coverage: TENANT 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, TENANT hereby agrees to waive subrogation which any insurer of TENANT may acquire from TENANT 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 TENANT, its agents, employees, independent contractors and subcontractors. TENANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

**14. INDEMNIFICATION:** TENANT 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 TENANT, 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.

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

TENANT, 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.

TENANT shall determine the method, details and means of performing the work and services to be provided by TENANT under this Agreement. TENANT 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 TENANT in fulfillment of this Agreement. TENANT has control over the manner and means of performing the services under this Agreement. TENANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary,

TENANT has the responsibility for employing other persons or firms to assist TENANT in fulfilling the terms and obligations under this Agreement.

If, in the performance of this Agreement, any third persons are employed by TENANT, such persons shall be entirely and exclusively under the direction, supervision, and control of TENANT. 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 TENANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the TENANT or TENANT'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 TENANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of TENANT'S personnel.

As an independent contractor, TENANT 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.

**16. VOLUNTARY TERMINATION:** City may terminate this Agreement without case or legal excuse by providing thirty (30) days' written notice to TENANT.

**17. 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 TENANT, (2) legal dissolution of TENANT, or (3) death of key principal(s) of TENANT.

(b) Termination by CITY for Default of TENANT. Should TENANT 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 TENANT. 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 TENANT, dishonesty or theft.

(c) Termination by TENANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option TENANT 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 TENANT, willful destruction of Tenant's property by CITY, dishonesty or theft.

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

determines that TENANT 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 TENANT. 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, TENANT 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, TENANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of TENANT'S work on the project. Further, if CITY so requests, and at CITY's cost, TENANT 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 TENANT 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 TENANT, TENANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay TENANT for that portion of TENANT'S services which were performed by TENANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

**19. NONDISCRIMINATION:** In connection with the execution of this Agreement, TENANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. TENANT 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. TENANT 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, TENANT shall comply with the provisions of Section 1735 of the California Labor Code.

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

**21. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. TENANT 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. TENANT specifically acknowledges that in entering into and executing this Agreement, TENANT relies solely upon the provisions contained in this Agreement and no others.

**22. OBLIGATIONS OF TENANT:** Throughout the term of this Agreement, TENANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. TENANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide

the CITY with the services contemplated by this Agreement. TENANT 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.

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

**24. NEWS AND INFORMATION RELEASE:** TENANT 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.

**25. INTEREST OF TENANT:** TENANT 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. TENANT warrants that, in performance of this Agreement, TENANT shall not employ any person having any such interest. TENANT 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.

**26. AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or TENANT 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 TENANT may incur in performing such additional services, and TENANT shall not be required to perform any such additional services.

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

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

**29. 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.

**30, 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.

**31. 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 TENANT'S charges to CITY under this Agreement.

TENANT 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 TENANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

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

**35. CITY BUSINESS LICENSE:** TENANT will have a City of Turlock business license.

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

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

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

**39. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** TENANT 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.*

**40. 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 TENANT:** **WEST COAST EQUIPMENT**
**PO BOX 2368**
**TURLOCK, CA 95381-2368**

PHONE: (209) 668-9378
FAX: (209) 668-9382
EMAIL: Dolores_baptista@yahoo.com

for CITY:

CITY OF TURLOCK
ATTN: DAN MADDEN
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4401
FAX: (209) 668-5695

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

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

**CITY OF TURLOCK, a municipal corporation**

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk

**WEST COAST EQUIPMENT**

By: _____

Title: _____

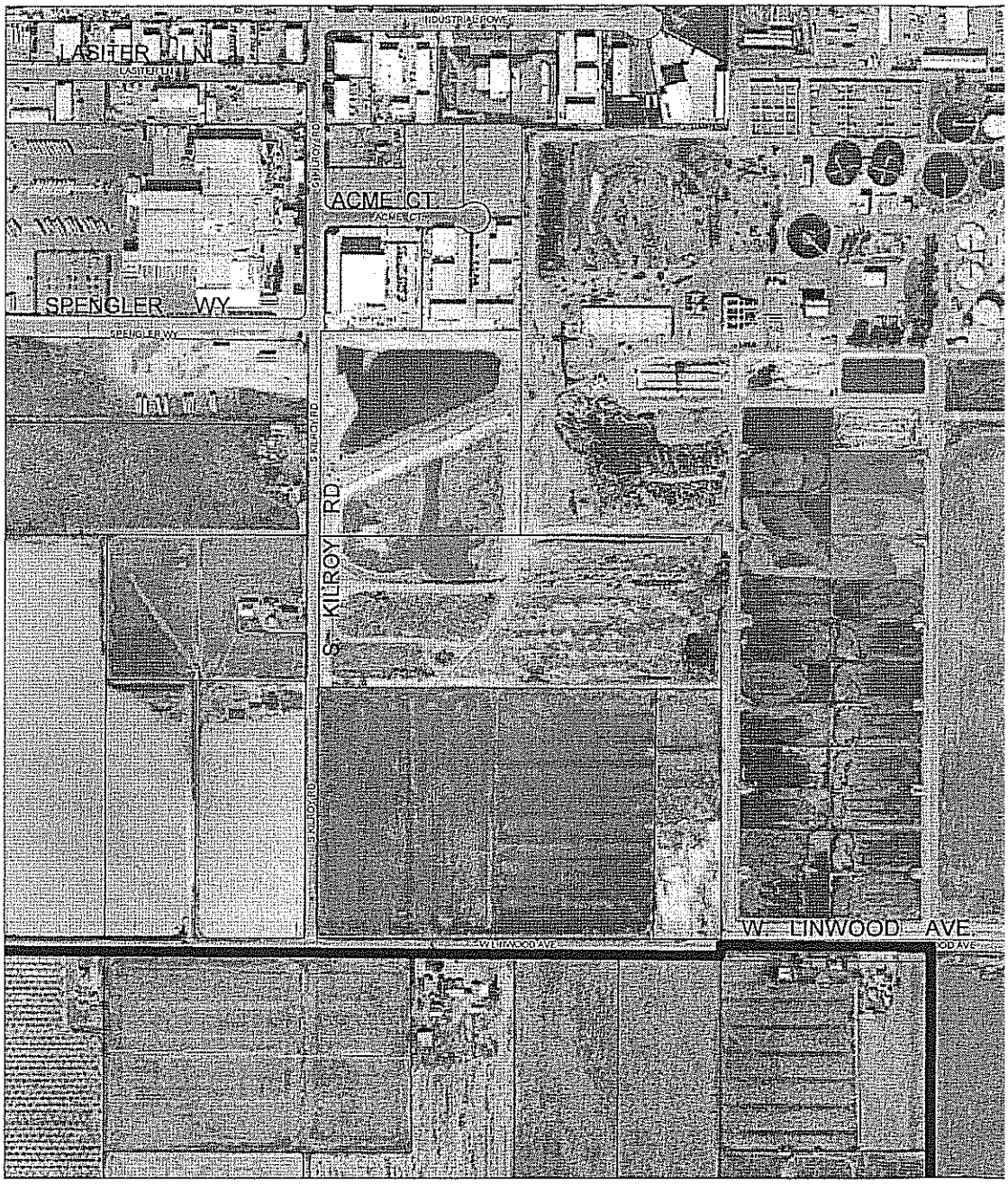
Print name: _____

Date: _____

# Turlock

## EXHIBIT "I"
## CONTRACT NO. 12-051

- Panoramic Photos
- City Limits
- Spheres of Influence
  - Primary
  - Secondary
- Streets
  - Abc Street Names in Street
  - Abc Street Names
- Schools
  - Schools
- Railroads
- County Islands
- Parcels
  - Parcels
- Aerials
  - City Aerial 11-11-06




SCALE 1 : 6,746

500 0 500 1,000 1,500

FEET

N

# CITY OF TURLOCK
# BID PROPOSAL FORM

## REQUEST FOR PROPOSAL - BID NO 12-242

**BID DUE DATE: August 28, 2012**

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

"LAND LEASE FOR AGRICULTURAL"

1) **Return original bid to:** **City of Turlock**
**Municipal Services Department Purchasing**
**156 S. Broadway, Ste 270**
**Turlock, CA 95380-5454**

2) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

3) **Bid must be on this bid form and signed by vendors authorized representative.**

**BIDDER TO READ**

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

**Company:** West Coast Equipment

**Address:** P.O. Box 2368, Turlock, Ca. 95381

**Telephone Number** (209) 668-9378 **Fax Number** (209) 668-9382

**E-Mail Address** dolores_baptista @Yahoo.com

**Authorized Representative (print)** Dolores Baptista

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for land lease for agricultural August 28, 2012, at the prices indicated herein.

Bid Sheet

| | |
|---|---|
| **Price Per Acre** | $ 400.00 |
| **Annual Lease for 20 Acres** | $ 8,000.00 |

List any extra charges not described above: _____

_____

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

**Compliance**
Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes XX NO_____

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

**Addendums (if applicable):**
Bidder acknowledges receipt of ADDENDUM NO. ____, _____, _____

**Terms**

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

**Nondiscrimination Clause**

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

b) TENANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) TENANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) TENANT shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

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

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

**Transportation of Hazardous Materials:**
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

**Drug Free Workplace**
Bidder/TENANT certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

**Offer and Acceptance**
TENANT represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. TENANT agrees that TENANT's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to TENANT constitutes written notification to TENANT of City's rejection of any and all of TENANT order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
TENANT's License No._____ Expiration Date: _____
TENANT certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

West Coast Equipment
Company Name

Dolores Baptista
Signature of Authorized Representative

94-1690295
Federal Tax ID Number

- ***Bidder must submit one (1) original and one (1) copy of the completed bid proposals are required***

- ***Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***

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**Council Synopsis**

**October 9, 2012**

From: Roy W. Wasden, City Manager

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving a Service Agreement with New World Systems for a Logos.Net Application Server Rebuild in an amount not to exceed $1,200

## 2. DISCUSSION OF ISSUE:

The City of Turlock has been phasing in various modules of New World Systems software since February 2009. We have implemented Utilities Management, Financial Management and Business Licenses. Community Development is scheduled to go live in November, and Payroll and Human Resources will go live in January 2013.

## 3. BASIS FOR RECOMMENDATION:

We continue to have issues with latency problems resulting in compromised New World Systems software system performance. Our Information Technology staff has worked with New World personnel to evaluate various environmental and software factors that can cause the types of issues we are encountering. We have implemented recommendations from New World Systems, but we continue to encounter the performance issues.

This service agreement is for remote support to go through a server rebuild process. Upon completion we will closely monitor the system to measure the success of the rebuild. New World feels that the rebuild will result in more system stability and will be easier for them to support with servers they have configured.

**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:** $600-$1,200 - Currently budgeted in 240-00-000-201.44030_013 "BCH Repairs and Improvements."

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

Do not have New World rebuild the server. Staff does not recommend this alternative, as all current efforts have not resolved the problems we are encountering. The system performance issues compromise our ability to utilize the software system and serve our customers.

New World Systems
The Public Sector Software Company

## SERVICE AGREEMENT AND BILLING AUTHORIZATION FORM

Please complete this form including an authorized signature and fax , mail or scan and email it to your New World Systems (NWS) contact

888 W. Big Beaver Rd, Suite 600, Troy, MI 48084

**Scheduling will be done upon reciept of this signed document.**

| Offering Details: | Location: | NWS Assistance Requested | Price |
|---|---|---|---|
| 1. **Logos.Net Application Server Rebuild** | Remote Delivery. The Customer is responsible for installing Windows Server 2008 and patching to newest SP. Customer will install Microsoft SQL Client Tools on the Application Server. | Y | $600-$1200 |

**Customer Acknowledgement:**

**1)** For any upgrade service offerings where I have waived NWS assistance, I agree that any service expense required by NWS to bring my environment into compliance will be borne by my agency. I further acknowledge that these services will need to be scheduled by NWS and may not be able to be delivered immediately upon my request but that NWS will make best efforts to accomodate our schedule.

**2)** During the scheduled upgrade time I will provide remote access to the Test Server, Live Server and Client to be upgraded. The service delivery may be split for test and live to accommodate schedule and downtime involved.

| | | |
|---|---|---|
| **Call Center Contact:** Michael Adnson | **OFFERING COST:** | **$600-$1200** |
| **Relationship Manager:** Keith Dunlap | | |
| | **TOTAL FEE $** | **$600-$1200** |

| | |
|---|---|
| **Scheduled Date:** | Established after signed agreement. |

| Contact Name for Delivery of Service | Title | Email address: | | |
|---|---|---|---|---|
| | | | | |

**Customer Information and Approval**

**Logos .NET**

| | | | |
|---|---|---|---|
| **Organization Name:** | City of Turlock, CA | | |
| **Address:** | 156 S Broadway | | |
| **City, ST Zip** | Turlock, CA 95380 | | |
| **Phone:** | (209) 668-5542 X1318 | **Fax No.:** | |
| **Authorized Signature:** | | **Title:** | |
| **Name (Printed):** | ~~Luis Machado~~ Julie Burke | **Date:** | |

**Policies**

| | |
|---|---|
| **Policies:** | The signature above authorizes New World to invoice Customer at the appropriate fee based on service being provided. |
| | The total fees will be billed upon execution. Full payment is due within 30 days. |
| | This Form shall be governed by the general terms and conditions of the original license agreement between New World and Customer |

OK for Agenda

New World Systems
The Public Sector Software Company

## SERVICE AGREEMENT AND BILLING AUTHORIZATION FORM

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| | **TOTAL FEE $** | **$600-$1200** |

| **Scheduled Date:** | Established after signed agreement. |
|---|---|

| Contact Name for Delivery of Service | Title | Email address: | | |
|---|---|---|---|---|
| | | | | |

**Customer Information and Approval**

**Logos .NET**

| | | | |
|---|---|---|---|
| **Organization Name:** | City of Turlock, CA | | |
| **Address:** | 156 S Broadway | | |
| **City, ST Zip** | Turlock, CA 95380 | | |
| **Phone:** | (209) 668-5542 X1317 | **Fax No.:** | |
| **Authorized Signature:** | | **Title:** | |
| **Name (Printed):** | ~~Luis Machado~~ Julie Burke | **Date:** | |

**Policies**

| | |
|---|---|
| **Policies:** | The signature above authorizes New World to invoice Customer at the appropriate fee based on service being provided. |
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OK for Agenda

New World Systems
The Public Sector Software Company

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| **Call Center Contact:** Michael Adnson | **OFFERING COST:** | **$600-$1200** |
| **Relationship Manager:** Keith Dunlap | | |
| | **TOTAL FEE $** | **$600-$1200** |

| | |
|---|---|
| **Scheduled Date:** | Established after signed agreement. |

| Contact Name for Delivery of Service | Title | Email address: | | |
|---|---|---|---|---|
| | | | | |

**Customer Information and Approval**

**Logos .NET**

| | | | |
|---|---|---|---|
| **Organization Name:** | City of Turlock, CA | | |
| **Address:** | 156 S Broadway | | |
| **City, ST Zip** | Turlock, CA 95380 | | |
| **Phone:** | (209) 668-5542 X1317 | **Fax No.:** | |
| **Authorized Signature:** | | **Title:** | |
| **Name (Printed):** | ~~Luis Machado~~ Julie Burke | **Date:** | |

**Policies**

| | |
|---|---|
| **Policies:** | The signature above authorizes New World to invoice Customer at the appropriate fee based on service being provided. |
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| | This Form shall be governed by the general terms and conditions of the original license agreement between New World and Customer |

OK for Agenda

55

**Council Synopsis**

**October 9, 2012**

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

Prepared by: Stephen Fremming, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Motion: Approval of Contract Change Order No. 1 in the amount of $33,195 (Funds 241, 410, 420) for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation," bringing the contract total to $60,505

Resolution: Appropriating $27,000 to account number 241-00-000-228.43188, "Balcony Repair-Engineering" from Fund 241 Engineering Reserve for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation"

## 2. DISCUSSION OF ISSUE:

On March 27, 2012, Council approved an agreement with Harris Builder's Inc. of Hilmar for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation."

Change Order History:

| | Amount | City Council Meeting |
|---|---|---|
| Original Contract | $27,310 | 3/27/2012 |
| Change Order No. 1 | $33,195 | 10/9/2012 |
| Adjusted Contract Total | $60,505 | |

The Municipal Services Building at City Hall was constructed with the remodel / addition project in 2001. Sometime after the project was completed, staff noticed evidence of storm water infiltration into the interior of the first floor within the Engineering Division and the second floor hallway between the Municipal Services Department and Human Resources. The original agreement with Harris Builders Inc. was for the removal of the existing concrete deck and the installation of a vinyl membrane flooring system, in order to create positive drainage away from the building and eliminate the potential for further infiltration of rain water into the building through control joints.

The original scope of the agreement with Harris Builders Inc. included dry rot testing of building materials that would be encountered during construction of the new vinyl membrane flooring system. In the Award of Bid synopsis, staff indicated that if dry rot was found during construction, a change order would be needed to repair the damaged materials. Dry rot was encountered in the upper two plates of the exterior wall that support the second floor for a length of approximately 17 feet, which corresponds to the beginning of the threshold of the southern edge of the southern door that opens onto the balcony and ends at the north end of the northern door that opens onto the balcony. Because the amount of dry rot encountered impacts the structural integrity of the building, staff directed the City's architectural design consultant to create plans for the repair of the top plates, and other related repair work, as needed. These plans were reviewed and approved by the Building Division. The contractor provided a quote for the dry rot repair work in the amount of $33,195. Staff recommends approval of this change order item in order to expedite dry rot repairs in order to restore full structural integrity to the building.

## 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 in Change Order No. 1 is for the repair of wood frame structural members that have been damaged due to dry rot caused by rainwater infiltration over the course of approximately 11 years.

**Strategic Plan Initiative** D. MUNICIPAL INFRASTRUCTURE

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact:**

The estimated project costs including Contract Change Order No. 1 in FY 2012/13 is as follows:

| | |
|---|---|
| Balance of original contract to be completed in FY 2012/13: | $ 11,743.30 |
| Contract Change Order No. 1: | $ 33,195.00 |
| Construction Engineering & Inspection: | $ 3,000.00 |
| Design and Construction Management Consultant Fees: | $ 3,000.00 |
| Building Permit Fee: | $ 700.00 |
| **Estimated Total Project Cost:** | **$ 51,638.30** |

Staff recommends that $54,000 in total funding be made available in fiscal year 2012/13 for the completion of this project.

The fiscal year 2012/2013 budget includes funding for this project under the following line item numbers:

| Line Item Number | FY12/13 Amount |
|---|---|
| 410-51-534.43355, "Municipal Serv. Bldg-Balcony Repair" | $ 12,000 |
| 420-52-551.43554, "Municipal Serv. Bldg Balcony Repair" | $ 15,000 |
| 241-00-000-228.43188, "Engineering-Balcony Repair" | $ 0 |

The project costs are to be split in the following manner:

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

In order to provide $54,000 in total funding in Fiscal Year 2012/13, staff requests an appropriation of $27,000 from Fund 241 Engineering Reserve to line item 241-00-000-228.43188, "Engineering-Balcony Repair".

No General Fund money will be used for this project.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

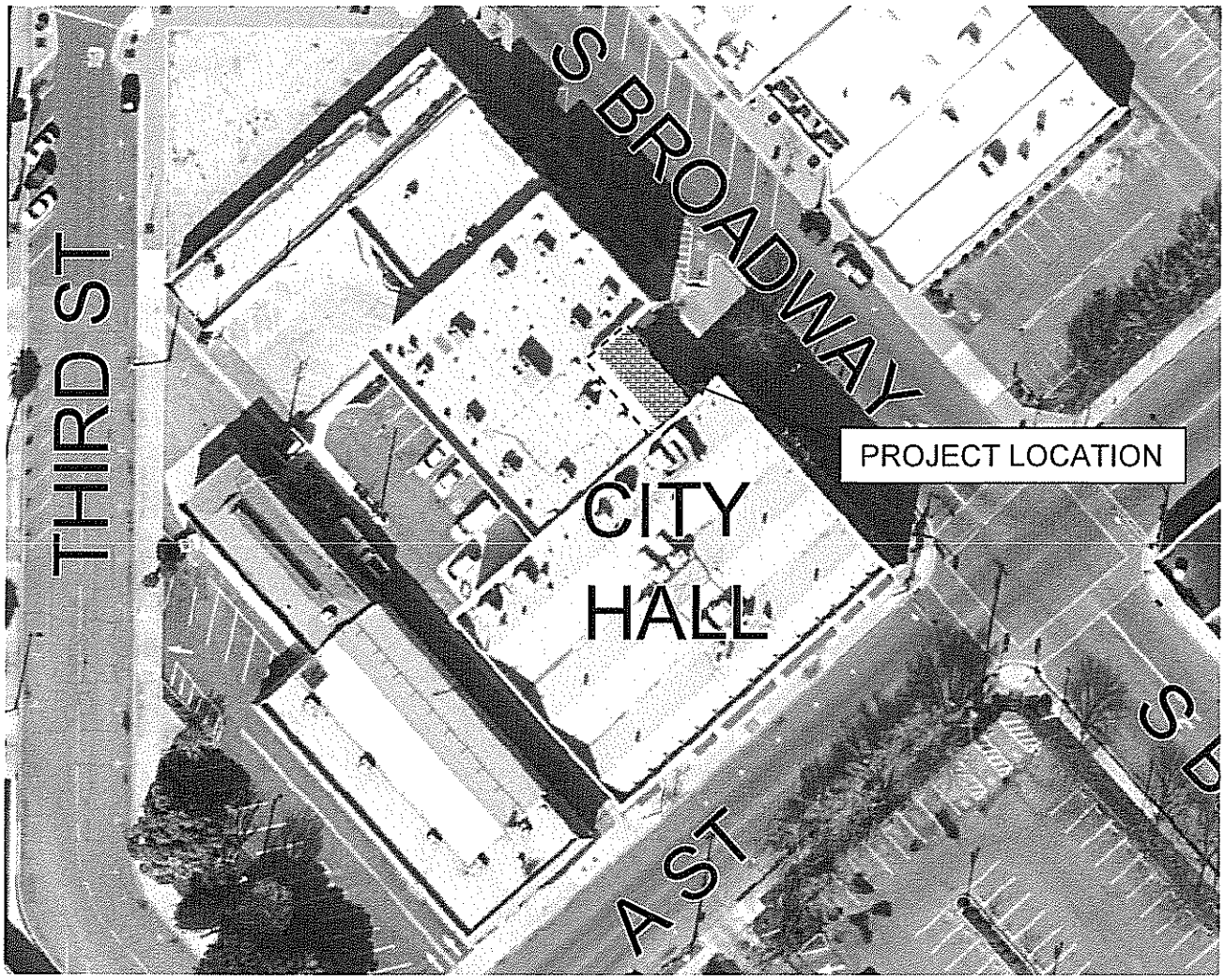
## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Do not approve Contract Change Order No. 1. Staff does not recommend this alternative because the work is needed to restore structural integrity to the Municipal Services Building balcony by removing dry rot and providing necessary repairs.

City Project No. 0767
Municipal Services Building Balcony Deck Renovation



# CONTRACT CHANGE ORDER AUTHORIZATION FORM

## PROJECT INFORMATION

Harris Builders Inc.
18736 Bloss Ave
Hilmar, CA 95324
209-664-9486

| | |
|---|---|
| Project Name: | Municipal Services Building Balcony Deck Renovation |
| Project No.: | 0767 |
| Awarded on: | March 27, 2012 |
| Original Contract Amount: | $27,310.00 |
| Increase to contract: | $33,195.00 |
| Increase percentage: | 121.5% |
| New Contract Total: | $60,505.00 |

Change Order No. 1

Description of change order:
Dry rot repair of various wood frame members in the exterior wall supporting the balcony and 2nd floor.

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

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

[ ] ***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 City Engineer — Date

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

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

Recommended: _____ 10/2/12
Michael G. Pitcock, Director of Development Services City Engineer — Date

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

Approval by City Council: _____

# CONTRACT CHANGE ORDER

**Date issued:** 9-Oct-12 **Change Order No.:** 1
**Project Name:** Municipal Services Building Balcony Deck Renovation

**Harris Builders Inc.**
**18736 Bloss Ave**
**Hilmar, CA 95324**

**Project No.:** 0767
**Contract For:** $27,310.00
**Contract Award Date:** March 27, 2012

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

| | ITEM | Unit: | Quantity: | Unit Price: | Total: |
|---|---|---|---|---|---|
| | | | | | |
| | Dry rot repair | LS | 1 | $33,195.00 | $33,195.00 |
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| | | | | | |
| | | | Total this CCO= | | $33,195.00 |

| | |
|---|---|
| *The original contract sum =* | $27,310.00 |
| *Net change by previous change orders =* | $0.00 |
| *The contract sum will be (increased) by this Change Order =* | $33,195.00 |
| *The new contract sum including this change order will be =* | $60,505.00 |
| The contract time will be increased by (40) working days. | |

**Accepted:** _____ **Date:** _____
Contractor

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

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

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

| | |
|---|---|
| **IN THE MATTER OF APPROPRIATING $27,000.00 TO ACCOUNT NUMBER 241-00-000-228.43188, "BALCONY REPAIR-ENGINEERING" FROM FUND 241 ENGINEERING RESERVE FOR CITY PROJECT NO. 0767, "MUNICIPAL SERVICES BUILDING BALCONY DECK RENOVATION"** | **RESOLUTION NO. 2012-** |

**WHEREAS**, by separate action, staff requests the approval of Contract Change Order No. 1 for replacement of wood structural members due to dry rot damage; and

**WHEREAS**, additional funds are necessary to complete the increased of work of Contract Change Order No. 1; and

**WHEREAS**, the project funding is to be split such that 50% of the costs are paid for out of Fund 241, 25% of the costs are to be paid for out of Fund 410, and 25% of the costs are to be paid for out of Fund 420; and

**WHEREAS**, Fund 410 and Fund 420 have sufficient funds budgeted in Fiscal Year 2012/13 for the completion of the project; and

**WHEREAS**, the additional funds are available in Fund 241 Engineering Reserve.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the appropriation of $27,000 to account number 241-00-000-228.43188 "Balcony Repair-Engineering" from Fund 241 Engineering Reserve for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation"

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 9th day of October, 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

6A

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 2012-03 (TURLOCK GENERAL PLAN UPDATE - CITYWIDE REZONE)]** | **ORDINANCE NO. -CS** |

**WHEREAS,** in Summer 2008, the City Council passed a Resolution affirming its intent to update the Turlock General Plan; and

**WHEREAS,** in October 2008, the City Council initiated the General Plan Update and the Environmental Impact Report to guide the effort; and

**WHEREAS,** in October 2008, the City entered into a Professional Services Agreement with Dyett and Bhatia, Urban and Regional Planners, to prepare an update of the Turlock General Plan and the Environmental Impact Report; and

**WHEREAS,** Dyett and Bhatia, community members, and staff have been working diligently since that time to complete the update of the General Plan; and

**WHEREAS,** the General Plan Update effort has involved an extensive public participation and outreach program, including stakeholder interviews, five community meetings, meetings with special groups, and regular review by the Planning Commission and City Council to review data, reports, and options; and

**WHEREAS,** a draft General Plan was published in October 2011 for public review and comment; and

**WHEREAS,** on October 20, 2011, a public open house was held to receive community feedback; and

**WHEREAS,** City staff and consultants considered numerous comments received on the draft General Plan, approved revisions to the draft General Plan, and forwarded the draft General Plan, as revised, to the Planning Commission and City Council for adoption; and

**WHEREAS,** the new General Plan meets legal adequacy requirements pursuant to California Government Code §§65300 – 65302; and

**WHEREAS,** a Draft Environmental Impact Report (DEIR) on the new General Plan was published on June 5, 2012 for a 45-day public review and comment period ending on July 20, 2012; and

**WHEREAS,** a Final EIR was published on August 23, 2012; and

**WHEREAS,** revisions to the General Plan were published in August 23, 2012 in a Public Review Draft General Plan Errata, to ensure consistency with the Final EIR for Planning Commission and City Council consideration; and

**WHEREAS,** the EIR evaluated the potential environmental impacts that could result from the approval of the Project, alternatives to the Project, and the self-mitigating General Plan implementing policies designed to mitigate or avoid the potentially significant impacts of the Project; and

**WHEREAS**, policies that would reduce or avoid environmental impacts are built into the General Plan and will be implemented and enforced through the application of the Turlock General Plan in land use and planning decisions. The monitoring plan for policies in the General Plan that would reduce or avoid impacts is the General Plan itself. The reporting program for these mitigating implementation policies is the City's annual General Plan reporting process; and

**WHEREAS**, for mitigation measures that extend beyond the General Plan implementing policies and are separately identified in the EIR, a Mitigation Monitoring and Reporting Program has been developed in accordance with CEQA Guidelines §15097, and will be administered by the City; and

**WHEREAS,** on September 6, 2012, the Planning Commission recommended to the City Council that the Final EIR for the new Turlock General Plan be certified, and recommended adoption of the "Findings of Fact and Statement of Overriding Considerations" and "Mitigation Monitoring and Reporting Program" in accordance with CEQA Guidelines §§15091, 15093, and 15097; and

**WHEREAS,** on September 6, 2012, the Planning Commission recommended the City Council adopt the new Turlock General Plan with the Alternative 1 Land Use Diagram and recommended modifying the timing policy for master plans; and

**WHEREAS,** on September 6, 2012, the Planning Commission recommended the City Council amend the Zoning Map attached to Title 9 of the Turlock Municipal Code in accordance with Rezone 2012-03 (Turlock General Plan Update – Citywide Rezone) as described in Exhibit A of the proposed ordinance; and

**WHEREAS**, on September 11, 2012 the City Council held a duly and properly noticed public hearing on the proposed new General Plan; and

**WHEREAS,** on September 11, 2012, the Turlock City Council approved Council Resolution No. 2012-156 certifying the Final Environmental Impact Report for the new General Plan; and

**WHEREAS,** on September 11, 2012, the Turlock City Council voted to continue the agenda item to the September 25, 2012, regular meeting of the Turlock City Council to allow staff time to prepare the necessary documents for Alternative B, the Planning Commission recommendation; and

**WHEREAS,** on September 25, 2012, the Turlock City Council adopted the "Findings of Fact and Statement of Overriding Considerations" and "Mitigation Monitoring and Reporting Program" in accordance with CEQA Guidelines §§15091, 15093, and 15097; and

**WHEREAS,** on September 25, 2012, the City Council adopted the new Turlock General Plan; and

**WHEREAS,** State Law requires consistency between the General Plan designation and Zoning designation for properties within its jurisdiction; and

**WHEREAS,** the properties that would need to be rezoned to bring the Zoning Map into consistency with the new General Plan are identified in Exhibit A; and

**WHEREAS,** California Government Code §65863(b) states that no city shall reduce the residential density for any parcel to a lower residential density unless the city makes written findings supported by substantial evidence of both of the following:

(1) The reduction is consistent with the adopted general plan, including the housing element; and
(2) The remaining sites identified in the housing element are adequate to accommodate the jurisdiction's share of the regional housing need pursuant to §65584; and

**WHEREAS,** the rezoning action would accommodate approximately 184 more units than assumed in the currently adopted and certified City of Turlock 2007-14 Housing Element; and

**WHEREAS**, on September 11, 2012, the City Council held a duly and properly noticed public hearing on the proposed new General Plan (GPA 2012-03) and Citywide Rezone 2012-03; and

**WHEREAS**, the City Council has considered the staff report, all public comments, and the proposed General Plan (GPA 2012-03) and Citywide Rezone 2012-03 as set forth in this Resolution; and

**WHEREAS**, the City Council found and determined as follows:

1. That the proposed rezoning is consistent with the new 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.

**BE IT ORDAINED** by the City Council of the City of Turlock as follows:

**SECTION 1. HOUSING ELEMENT FINDINGS:** The Turlock City Council hereby finds that the proposed Citywide Rezone 2012-03:

(1) is consistent with the proposed new Turlock General Plan, including the adopted and certified City of Turlock 2007-14 Housing Element; and

(2) will not reduce the number of units identified in the adopted and certified City of Turlock 2007-14 Housing Element; therefore, there are adequate sites to accommodate the jurisdiction's share of the regional housing need pursuant to §65584.

**SECTION 2. CHANGE TO ZONING MAP.** The Zoning Map of the City of Turlock is hereby amended to rezone multiple parcels as identified in Exhibit A.

**SECTION 3. 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 4. 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 9th day of October, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 9th day of October, 2012.

JOHN S. LAZAR, Mayor

ATTEST:

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

Exhibit A

# GPA 2012-02, REZONE 2012-03
# LIST OF PROPERTIES WITHIN THE CITY OF TURLOCK THAT ARE AFFECTED BY THE PROPOSED GENERAL PLAN UPDATE AND CITYWIDE REZONE ACTION

| ASSESSOR'S PARCEL NUMBER | NAME OF PROPERTY OWNER | PROPERTY ADDRESS | | | CURRENT GENERAL PLAN LAND USE DESIGNATION | PROPOSED GENERAL PLAN LAND USE | CURRENT ZONING | PROPOSED ZONING |
|---|---|---|---|---|---|---|---|---|
| 042001006000 | 38TH DIST AGRIC ASSOC | 801 | N | SODERQUIST | LDR/HDR | PUB | R-L/R-H | P/S |
| 042001007000 | TURLOCK IRRIGATION DISTRICT | 1601 | W | CANAL | LDR | PUB | R-L | P/S |
| 042004016000 | MC DONALD PAULINE H TR | 71 | | ALMOND | MDR | HDR | R-M | R-H |
| 042004022000 | HENDRICKSON CLYDE | 177 | | ALMOND | MDR | HDR | R-M | R-H |
| 042004023000 | HENDRICKSON ELEANOR | 191 | | ALMOND | MDR | HDR | R-M | R-H |
| 042004042000 | LOPES RICHARD W TR | 123 | | ALMOND | MDR | HDR | R-M | R-H |
| 042005055000 | PHILLIP CARNES | 333 | | ALMOND | MDR | HDR | R-M | R-H |
| 042010003000 | CITY OF TURLOCK | 1418 | N | GOLDEN STATE | CC | PUB | C-C | P/S |
| 042010013000 | YOUHANAEI ESTHER | 1250 | N | GOLDEN STATE | HC | CC | C-H | C-C |
| 042010014000 | GULMON GARY & GULMON MARCELLA | 600 | | 20TH CENTURY | HC | CC | C-H | C-C |
| 042010023000 | CITY OF TURLOCK | 1418 | N | GOLDEN STATE | CC | PUB | C-C | P/S |
| 042011008000 | GIANNELL ALFRED TRS & GIANNELL MARILYN M | 141 | | 20TH CENTURY | MDR | HDR | R-M | R-H |
| 042011040000 | GIANNELL ALFRED TRS & GIANNELL MARILYN M | 145 | | 20TH CENTURY | MDR | HDR | R-M | R-H |
| 042027003000 | WATCHOUS DOUGLAS D & WATCHOUS JOSETTE | 1208 | | COLORADO | LDR | MDR/O | R-L | R-M/O |
| 042027004000 | VIERRA RHONDA DARLENE | 1204 | | COLORADO | LDR | MDR/O | R-L | R-M/O |
| 042027005000 | STAVRIANOUDAKIS JOHN | 1128 | | COLORADO | LDR | MDR/O | R-L | R-M/O |
| 042028002000 | CUAN MARTHA L | 1104 | | COLORADO | LDR | HDR | R-L | R-H |
| 043016004000 | CLEMENTS MARCUS D & DANIELLE | 1201 | | FIFTH | LDR | HDR | R-L | R-H |
| 043016005000 | PERRY JOSEPH D ET AL TRS | 1233 | | FIFTH | LDR | HDR | R-L | R-H |
| 043059001000 | BORN CLINTON P TRS & BORN CATHY D | 1137 | | FIFTH | PARK | MDR | R-L | R-M |
| 043060023000 | SUNVISTA LLC | 1309 | | FIFTH | LDR | MDR | R-L | R-M |
| 043060024000 | SUNVISTA LLC | 1325 | | FIFTH | LDR | MDR | R-L | R-M |
| 044008003000 | TREJO OSCAR JIMENEZ | 117 | S | TULLY | I | HC | I | C-H |
| 044008004000 | BANK OF NEW YORK MELLON TRUSTEE | 125 | S | TULLY | I | HC | I | C-H |
| 044008005000 | RAM AJAI & SURIYA TRS | 133 | S | TULLY | I | HC | I | C-H |
| 044008009000 | 2925 E WHITMORE AVE LLC | 309 | S | TULLY | I | HC | I | C-H |
| 044008010000 | WIDDOWSON RICHARD B | 317 | S | TULLY | I | HC | I | C-H |
| 044008011000 | BROWN BRADLEY R | 319 | S | TULLY | I | HC | I | C-H |
| 044008012000 | BROWN BRADLEY R | 325 | S | TULLY | I | HC | I | C-H |
| 044008013000 | BROWN BRADLEY R | 333 | S | TULLY | I | HC | I | C-H |
| 044008030000 | BROWN BRADLEY R | 441 | S | TULLY | I | HC | I | C-H |
| 044008032000 | GARCIA ANALICIA | 449 | S | TULLY | I | HC | I | C-H |
| 050002016000 | BARRON CONCEPCION E | 1014 | | HIGH | LDR | MDR | R-L | R-M |
| 050002017000 | LAO SCOTT | 1036 | | HIGH | LDR | MDR | R-L | R-M |
| 050002018000 | MENDEZ PEDRO A & VIRGINIA TRS | 413 | | DAVIS | LDR | MDR | R-L | R-M |
| 050002019000 | DIAZ RAMON BARAJAS | 405 | | DAVIS | LDR | MDR | R-L | R-M |

Exhibit A

# GPA 2012-02, REZONE 2012-03
# LIST OF PROPERTIES WITHIN THE CITY OF TURLOCK THAT ARE AFFECTED BY THE PROPOSED GENERAL PLAN UPDATE AND CITYWIDE REZONE ACTION

| ASSESSOR'S PARCEL NUMBER | NAME OF PROPERTY OWNER | PROPERTY ADDRESS | | | CURRENT GENERAL PLAN LAND USE DESIGNATION | PROPOSED GENERAL PLAN LAND USE | CURRENT ZONING | PROPOSED ZONING |
|---|---|---|---|---|---|---|---|---|
| 050002020000 | PAYNE JOHN G & PATSY J TRS | 1074 | | HIGH | LDR | MDR | R-L | R-M |
| 050002021000 | ESTRADA JOHN A & CARMEN B TRS | 1086 | | HIGH | LDR | MDR | R-L | R-M |
| 050002022000 | POLANCO IGNACIO & DE POLANCO MARIA MOLIN | 1104 | | HIGH | LDR | MDR | R-L | R-M |
| 050002048000 | GUTIERREZ ANTONIO & DE GUTIERREZ MARGAR | 418 | S | SODERQUIST | LDR | MDR | R-L | R-M |
| 050002049000 | BAJWA BALDEV KAUR | 430 | S | SODERQUIST | LDR | MDR | R-L | R-M |
| 050002050000 | BAJWA SARDOOL SINGH & BALDEV KUAR | 1108 | | HIGH | LDR | MDR | R-L | R-M |
| 050002053000 | LO JERRY & ELIZABETH | 410 | S | SODERQUIST | LDR | MDR | R-L | R-M |
| 050002055000 | SAHAGUN ELENA & ELIAS | 1112 | | HIGH | LDR | MDR | R-L | R-M |
| 050002056000 | AGUILERA JOSE R ET AL | 1106 | | HIGH | LDR | MDR | R-L | R-M |
| 050002057000 | ESCOBAR CARLOS ESCRIBA & ESCRIBA MARIA A | 414 | S | SODERQUIST | LDR | MDR | R-L | R-M |
| 050003028000 | ORTIZ ANGELINA | 992 | | HIGH | LDR | MDR | R-L | R-M |
| 050003029000 | COLEMAN FRIEDA N | 986 | | HIGH | LDR | MDR | R-L | R-M |
| 050003030000 | CHAHAL GURPARTAP & SATINDER | 942 | | HIGH | LDR | MDR | R-L | R-M |
| 050003031000 | MIRANDA BEATRICE A | 0 | | HIGH | LDR | MDR | R-L | R-M |
| 050003032000 | MICHAELS DAVID & DIANA | 914 | | HIGH | LDR | MDR | R-L | R-M |
| 050003041000 | ESQUER ROSA ET AL | 327 | S | WEST | LDR | MDR | R-L | R-M |
| 050003042000 | STANISLAUS COUNTY AFFORDABLE HOUSING C | 337 | S | WEST | LDR | MDR | R-L | R-M |
| 050018038000 | FOSTER FRED A & FOSTER LUCRETIA J | 1291 | | LANDER | LDR&HC | HC | R-L/C-H | C-H |
| 050018039000 | PRICKETT PHILIP & PRICKETT TRUDY | 1341 | | LANDER | LDR&HC | HC | R-L/C-H | C-H |
| 050018046000 | BALLARD SHIRLEY A ET AL TRS | 1241 | | LANDER | LDR&HC | HC | R-L/C-H | C-H |
| 050018061000 | ESQUIVEL JAIME & ELIZABETH G | 1261 | | LANDER | LDR&HC | HC | R-L/C-H | C-H |
| 050031064000 | UTILITY SERVICE & ELECTRIC INC | 711 | | LANDER | HDR&CC | HC | R-L/C-H | C-H |
| 071005003000 | CA STATE UNIVERSITY STANISLAUS | 890 | W | ZEERING | HDR/CO | HDR | R-H/C-O | R-H |
| 071006014000 | PHOENIX FAMILY LP | 900 | W | MONTE VISTA | MDR | CC | R-M | C-C |
| 071009034000 | SNIDER SCOTT P TRS ET AL | 105 | W | MINNESOTA | MDR | CC | R-M | C-C |
| 071014005000 | MIN LYN INVESTMENT LLC | 811 | W | HAWKEYE | HC | CC | C-H | C-C |
| 071014011000 | M & B BRUNO FAMILY L.P. | 1828 | | DIVANIAN | HC | CC | C-H | C-C |
| 071014012000 | M & B BRUNO FAMILY L.P. | 1814 | | DIVANIAN | HC | CC | C-H | C-C |
| 071014013000 | ROACH DENNIS JAMES | 1810 | | DIVANIAN | HC | CC | C-H | C-C |
| 071015009000 | CARVALHO ALBERT D ET AL TRS | 100 | | PEDRAS | MDR | HDR | R-M | R-H |
| 071015013000 | CLS INVESTMENTS | 1701 | | GEER | O/HDR | O/HDR | R-H | C-O/R-H |
| 071015020000 | HAMLOW RANCHES INC | 1901 | | GEER | O | HDR | C-0 | R-H |
| 071066067000 | SNIDER ROBIN COLETTE ET AL | 4131 | | GEER | CC/O | HDR/CC | C-C/C-O | R-H/C-C |
| 072010004000 | BAL SUKHBIR | 200 | E | MONTE VISTA | LDR | CC | R-L | C-C |
| 072010005000 | RON SEKHON | 206 | E | MONTE VISTA | LDR | CC | R-L | C-C |
| 072010006000 | RON SEKHON | 212 | E | MONTE VISTA | LDR | CC | R-L | C-C |

Exhibit A

# GPA 2012-02, REZONE 2012-03
# LIST OF PROPERTIES WITHIN THE CITY OF TURLOCK THAT ARE AFFECTED BY THE PROPOSED GENERAL PLAN UPDATE AND CITYWIDE REZONE ACTION

| ASSESSOR'S PARCEL NUMBER | NAME OF PROPERTY OWNER | PROPERTY ADDRESS | | | CURRENT GENERAL PLAN LAND USE DESIGNATION | PROPOSED GENERAL PLAN LAND USE | CURRENT ZONING | PROPOSED ZONING |
|---|---|---|---|---|---|---|---|---|
| 072010007000 | RON SEKHON | 218 | E | MONTE VISTA | LDR | CC | R-L | C-C |
| 072010050000 | MOBASHERPOUR SAEED & LISA | 107 | | HEDSTROM | LDR | O | R-L | C-O |
| 072010051000 | ALAHVERDI EDWARD & SWIDLANA | 101 | | HEDSTROM | LDR | O | R-L | C-O |
| 088007004000 | ASSYRIAN AMERICAN CIVIC CLUB | 2700 | N | GOLDEN STATE | HC | CC | C-H | C-C |
| 088007005000 | ASSYRIAN AMER CIV CLUB OF TURL | 2618 | N | GOLDEN STATE | HC | CC | C-H | C-C |
| 088007024000 | ASSYRIAN AMER CIV CLUB OF TURL | 2618 | N | GOLDEN STATE | HC | CC | C-H | C-C |
| 088007025000 | SANDHU KARNAIL S ET AL | 2500 | N | GOLDEN STATE | HC | CC | C-H | C-C |
| 089013011000 | SUPHERB FARMS | 400 | | DIANNE | PARK | I | IBP | I |
| 089013020000 | SUPHERB FARMS | 300 | | DIANNE | BP | I | IBP (PD-135) | I (PD-135) |
| 089015001000 | TURLOCK CEMETERY ASSN | 700 | N | TULLY | LDR | PUB | R-L | P/S |
| 089018001000 | MOUNTAIN VIEW DEVELOPMENT INC | 300 | N | TULLY | CC | O | C-C (PD-234) | C-O |
| 089018003000 | WHITAKER RONALD & SANDRA | 200 | N | TULLY | CC | LDR | C-C (PD-234) | R-L |
| 089018030000 | MOUNTAIN VIEW DEVELOPMENT INC | 200 | N | TULLY | CC | O | C-C | C-O |
| 089019006000 | LILY M OSSO | 1331 | | DIANNE | O&CC | CC | C-O&C-C | C-C |

7A

# Council Synopsis

October 9, 2012

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

Prepared by: Wayne York, Engineering Technician II

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 7, Article 14, regarding speed limits

## 2. DISCUSSION OF ISSUE:

On November 28, 2006, the Council amended Turlock Municipal Code Title 4, Chapter 7, Article 14 regarding regulatory speed limits on all non-local streets within the city limits. Some streets previously listed in the ordinance had their speed limit changed, while a majority of existing streets saw no change. New streets were added to the ordinance at this time as well.

This adoption was based on the Engineering & Traffic Survey (Survey) completed for each street listed within the ordinance as required by California Vehicle Code (CVC) §40802. Each Survey followed standards as set forth by the California Department of Transportation (CalTrans) for collecting, analyzing, and reporting speed survey results. These requirements are listed in the California Manual on Uniform Traffic Control Devices (CA MUTCD). The results of these surveys were compiled and recommendations were made in compliance with CalTrans requirements, which requires the speed limit to be set at the 85th percentile speed. A speed reduction of no more than 5 m.p.h. is allowed, but only for specific conditions when authorized in writing by the City Engineer.

Each speed survey is generally only valid for (5) years, after which point speed enforcement with radar and Lidar on these streets becomes illegal as it is considered a "speed trap." However, CVC §40802 allows for an automatic (2) year extension when specific training and equipment standards are maintained, with an additional (3) year extension allowed if the City Engineer certifies certain conditions continue to exist.

On October 11, 2011, the Council affirmed the validity of each previously adopted Survey, which recognized that the City met the legal requirements of CVC §40802, thereby extending the validity of each Survey, and each applicable posted speed limit, for an additional (2) years.

Since the adoption of the revised ordinance in 2006 the City has annexed additional roadways in the Turlock Regional Industrial Park. Certain roadways (Fransil Lane, Fulkerth Road, and Washington Road) did not have current Surveys on file, which meant their speed limits were automatically established at the prima facie speed of 55 m.p.h.

Staff has since conducted the relevant Surveys, which supported the continuation of a 55 m.p.h. speed limit for each of these streets. However, the City Engineer has cited the residential density on Fransil Lane and is recommending a reduction in speed to 50 m.p.h. as allowed under the CA MUTCD. The results of each Survey are summarized in the tables below.

In addition, on August 20, 2012, Staff conducted multiple Surveys along Taylor Road, which resulted in a recommendation for a speed limit increase. Those results are also summarized in the tables below.

The majority of the adopted speed limits contained in this ordinance shall remain the same. The speed limits that will be changing are as follows:

| Primary Street | Between Streets | Existing Limit (MPH) | Proposed Limit (MPH) |
|---|---|---|---|
| Fransil Ln. | W. Main St. and Fulkerth Rd. | 55 MPH | 50 MPH |
| Taylor Rd. | N. Golden State Blvd. and Berkeley Ave. | 45 MPH | 55 MPH |

The speed limits that remain the same, but are supported by new Surveys, are as follows:

| Primary Street | Between Streets | Existing Limit (MPH) | Proposed Limit (MPH) |
|---|---|---|---|
| Fulkerth Rd. | N. Tegner Rd. and Washington Rd. | 55 MPH *(prima facie, unsigned)* | 55 MPH *(set per Survey, signed)* |
| W. Main St. | S. Tegner Rd. and Washington Rd. | 55 MPH *(set per Survey, signed)* | 55 MPH *(reaffirmed per Survey)* |
| N. Washington Rd. | Fulkerth Rd. and W. Main St. | 55 MPH *(prima facie, unsigned)* | 55 MPH *(set per Survey, signed)* |
| S. Washington Rd. | W. Main St. and W. Linwood Ave. | 55 MPH *(prima facie, unsigned)* | 55 MPH *(set per Survey, signed)* |

Staff is also recommending changes to this Article related to the description and conditions for how speed limits are legally altered. There are contradictions between the current language of the local ordinance and state law; these recommended changes will provide consistency across both.

## 3. BASIS FOR RECOMMENDATION:

A. The adoption of a speed limit ordinance, supported by relevant studies, helps provide for the safe and orderly movement of traffic.

B. CVC §40802 requires that a Survey be completed, adopted by the local agency, and posted on-site before the modified speed limits will be enforceable under the law. In the absence of these conditions the roadway in question shall be deemed a "speed trap" making enforcement difficult.

C. The completion of a Survey and subsequent adoption by Council is required to remain eligible to receive federal funds for capital projects on roadways as listed on the California Road System Functional Classification Map.

D. Removes contradictory statements that allow consistency with the CVC.

**Strategic Plan Initiative:**

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact**
The expected fiscal impact, involving the purchase of materials for speed limit signs and painted legends, as well as Staff time for installation, will be paid through street maintenance funds. No general fund dollars will be used.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Not approve the proposed ordinance as-is and/or require changes to the proposed ordinance. Staff does not recommend this alternative due to the requirements of the CVC and CA MUTCD, which requires certain standards to be followed when adopting speed zones.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | |
|---|---|
| IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 7, ARTICLE 14, REGARDING SPEED LIMITS | ORDINANCE NO. -CS |

**WHEREAS,** the City of Turlock seeks to provide for the safe and orderly movement of traffic on its roadways and recognizes that the modification of regulatory speed limits, when necessary, set in accordance with state regulations and sound engineering judgment, is an important factor in meeting this goal; and

**WHEREAS**, California Vehicle Code Sections 22357 and 22358 allow local agencies to increase or decrease regulatory speed limits when supported by an Engineering & Traffic Survey and the streets posted accordingly; and

**WHEREAS,** an Engineering & Traffic Survey, conducted in accordance with provisions in the California Manual of Uniform Traffic Control Devices as required by the California Vehicle Code, accounts for vehicle speeds, accident history, and roadway conditions, thereby ensuring the recommended speed limit reflects the unique conditions associated with that section of roadway; and

**WHEREAS**, federally-funded capital improvement projects, such as road rehabilitation and reconstruction projects, that take place on a portion of roadway listed on Functional Classification Map of the California Road System require such surveys as a requirement of project funding; and

**WHEREAS,** an Engineering & Traffic Survey was conducted on each section of roadway proposed for modification below with the results of those studies supporting modification of the prima facie speed limit as proposed, unless a 5 m.p.h. reduction was applied by the City Engineer when specific criteria warranted a reduction; and

**WHEREAS,** legal enforcement of these modified speed limits through radar or Lidar requires a currently adopted Engineering & Traffic Survey, otherwise defining the area a "speed trap" under California Vehicle Code Section 40802, making proper traffic enforcement difficult to achieve.

**BE IT ORDAINED** by the City Council of the City of Turlock as follows:

**SECTION 1. AMENDMENT:** Title 4, Chapter 7, Article 14, Sections 1 and 2 are hereby amended to read as follows:

**4-7-1401 ~~Increasing or decreasing State~~ Modifying statutory speed limits ~~in certain zone.~~**

When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free flowing traffic, except as otherwise

provided in this section. If the Traffic Engineer determines, upon the basis of an engineering and traffic survey, that the ~~speed limit permitted by State law~~85th-percentile speed is greater than is reasonable or safe under the specific conditions found to exist upon such streets~~, or finds that the speed limit permitted by State law is less than is necessary under the conditions found to exist upon such street~~, the ~~Council may adopt an ordinance increasing or decreasing~~ Traffic Engineer can apply a single, 5 mph reduction to such speed limits on such streets when this determination is made in writing with the conditions and justifications expressly stated. When evaluating conditions for a potential reduction in speed, the Traffic Engineer shall consider collision records, roadside conditions not readily apparent to the driver, residential density, and pedestrian or bicyclist activity. The Council, by ordinance, may set forth the altered prima facie speed limits on such streets, when supported by an engineering and traffic survey, and no person shall exceed the speed designated for such streets, or parts of such streets, therein designated when signs are erected giving notice thereof.

**4-7-1402 ~~Increased~~Altered speed limits.**

Pursuant to California State Vehicle Code Section 22357, "Increase of Local Speed Limits" and Section 22358, "Decrease of Local Speed Limits," an engineering and traffic survey has been conducted to establish prima facie speed limits upon the streets or portions thereof within the City of Turlock. Pursuant to such survey, prima facie speed limits are established on the following designated streets or portions thereof as reflected below:

(a) 25 MPH Speed Limit.
(1) Alpha Rd. - from East Ave. to Berkeley Ave.
(2) S. Broadway - from W. Olive Ave. to "D" St.
(~~2~~3) Berkeley Ave. - from Hawkeye Ave. to East Ave.
(~~3~~4) Crowell Rd. - from W. Tuolumne Rd. to W. Christoffersen Pkwy.
(~~4~~5) El Capitan Dr. - from N. Berkeley Ave. to Murphy Dr.
(~~5~~6) Fifth St. - from Lander Ave. to "F" St.
(~~6~~7) First St. - from E. Olive Ave. to "F" St.
(~~7~~8) Fullerton Dr. - from Geer Rd. to Olive Ave.
(~~8~~9) Georgetown Ave. - from Walnut Ave. to Del's Ln.
(~~9~~10) Joett Dr. - from Tully Rd. to Fulkerth Rd.
(~~10~~11) Kilroy Rd. - from Roberts Rd. to Terralinda Dr.
(~~11~~12) E. Main St. - from First St. to E. Canal Dr.
(~~12~~13) W. Main St. - from Lander Ave. to First St.
(~~13~~14) Marshall St. - from N. Minaret Ave. to Johnson Rd.
(~~14~~15) S. Minaret Ave. - from E. Main St. to Little St.
(~~15~~16) E. Minnesota Ave. - from N. Olive Ave. to Colorado Ave.
(~~16~~17) Mountain View Rd. - from Roberts Rd. to Paseo Entrada.
(~~17~~18) North Ave. - from Geer Rd. to N. Olive Ave.
(~~18~~19) Orange St. - from W. Main St. to Montana Ave.
(~~19~~20) Park St. - from Soderquist Rd. to Broadway.
(~~20~~21) Paseo Belleza - from Estrella Way to Crowell Rd.
(~~21~~22) Paseo De Leon - from Panorama Ave. to Black Oak St.

(~~22~~23) Paseo Del Sol - from N. Kilroy Rd. to Panorama Ave.
(~~23~~24) Paseo Entrada - from N. Tegner Rd. to Mountain View Rd.
(~~24~~25) Peacock Dr. - from Berkeley Ave. to Johnson Rd.
(~~25~~26) W. Springer Dr. - from Panorama Ave. to Geer Rd.
~~(26) W. Springer Dr. - from Panorama Ave. to Geer Rd.~~

(b) 30 MPH Speed Limit.
(1) Berkeley Ave. - from East Ave. to Ramson Dr.
(2) N. Broadway - from N. Front St. to East Olive Ave.
(3) W. Canal Dr. - from Broadway to Geer Rd.
(4) Chestnut St. - from Grant St. to Canal Dr.
(5) Colorado Ave. - from E. Main St. to E. Monte Vista Ave.
(6) East Ave. - from Bell St. to S. Golden State Blvd.
(7) "F" St. - from Lander Ave. to S. Golden State Blvd.
(8) Fosberg Rd. - from E. Monte Vista Ave. to Taylor Rd.
(9) First St. - from Chestnut to E. Olive Ave.
(10) Geer Rd. - from Canal Dr. to S. Golden State Blvd.
(11) N. Golden State Blvd. - from ~~N. Front St.~~ 300 feet north of E. Olive Ave. to East Ave.
(12) Grant Ave. - from Chestnut St. to W. Main St.
(13) Hedstrom Rd. - from Geer Rd. to Colorado Ave.
(14) Johnson Rd. - from East Ave. to Tuolumne Rd.
(15) E. Main St. - from Berkeley Ave. to Canal Dr.
(16) W. Main St. - from West Ave. to Lander Ave.
(17) Marshall St. - from S. Golden State Blvd. to Minaret Ave.
(18) Marshall St. - from Johnson Rd. to N. Daubenberger Rd.
(19) E. Minnesota Ave. - from Geer Rd. to N. Olive Ave.
(20) W. Minnesota Ave. - from Crowell Rd. to Geer Rd.
(21) Ninth St. - from "F" St. to Linwood Ave.
(22) E. Olive Ave. - from Canal Dr. to First St.
(23) N. Olive Ave. - from Canal Dr. to Hawkeye Ave.
(24) W. Olive Ave. - from Lexington to First St.
(25) N. Olive Ave. - from Christoffersen Pkwy. to Taylor Rd.
(26) Panorama Ave. - from Springer Dr. to Christoffersen Pkwy.
(27) Pedras Rd. - from N. Golden State Blvd. to Geer Rd.
(28) Porsche Strasse - from Monte Vista Ave. to Walnut Rd.
(29) N. Quincy Rd. - from E. Marshall St. to East Ave.
(30) Roberts Rd. - from N. Golden State Blvd. to N. Kilroy Rd.
(31) South Ave. - from Lander Ave. to S. Tully Rd.
(32) W. Tuolumne Rd. - from N. Walnut Rd. to N. Golden State Blvd.
(33) E. Tuolumne Rd. - from Geer Rd. to Berkeley Ave.
(34) Tully Rd. - from W. Tuolumne Rd. to Canal Dr.
(35) Twentieth Century Blvd. - from N. Golden State Blvd. to Geer Rd.
(36) N. Walnut Rd. - from Monte Vista Ave. to N. Golden State Blvd.
(37) Wayside Dr. - from Geer Rd. to N. Olive Ave.
(38) West Ave. South - from W. Main St. to W. Linwood Ave.

(c) 35 MPH Speed Limit.
(1) Berkeley Ave. - from Taylor Rd. to ~~E.~~ Hawkeye Ave.
(2) E. Canal Dr. - from Geer Rd. to Daubenberger Rd.
(3) W. Canal Dr. - from Soderquist Rd. to N. Broadway ~~Ave.~~
(4) W. Canal Dr. - from S. Walnut Rd. to Tully Rd.
(5) Colorado Ave. - from Taylor Rd. to E. Monte Vista Ave.
(6) Crowell Rd. - from W. Christoffersen Pkwy. to Taylor Rd.
(7) Daubenberger Rd. - from Tuolumne Rd. to East Ave.
(8) Del's Ln. - from W. Monte Vista Ave. to N. Golden State Blvd.
(9) East Ave. - from Bell St. to Johnson Rd.
(10) Fifth St. - from "F" St. to Linwood Ave.
(11) N. Front St. - from W. Canal Dr. to N. Golden State Blvd.
(12) Geer Rd. - from Canal Dr. to Monte Vista Ave.
(13) N. Golden State Blvd. - from Almond Ave. to N. Front St.
(14) Hawkeye Ave. - from Colorado Ave. to N. Daubenberger Rd.
(15) Lander Ave. - from Lexington to South Ave.
(16) E. Linwood Ave. - from Golf Rd. to Lander Ave.
(17) W. Linwood Ave. - from Lander Ave. to West Ave.
(18) W. Main St. - from S. Kilroy Rd. to West Ave.
(19) N. Olive Ave. - from Hawkeye Ave. to Springer Rd.
(20) N. Quincy Rd. - from Swan Park Dr. to Marshall St.
(21) Soderquist Rd. - from Fulkerth Rd. to Jordan Ave.
(22) N. Tegner Rd. - from Sandstone St. to Taylor Rd.
(23) N. Tully Rd. - from W. Tuolumne Rd. to W. Canal Dr.
(24) S. Tully Rd. - from W. Main St. to South Ave.
(25) E. Tuolumne Rd. - from Berkeley Ave. to ~~600 feet east of Daubenberger Rd.~~ N. Waring Rd.
(26) W. Tuolumne Rd. - from Countryside Dr. to N. Golden State Blvd.
(27) ~~N.~~ S. Walnut Rd. - from W. Canal Dr. to W. Main St.
(28) S. Walnut Rd. - from W. Main St. to 2,240 feet north of W. Linwood Ave.

(d) 40 MPH Speed Limit.
(1) W. Canal Dr. - from Tully Rd. to Soderquist Rd.
(2) E. Canal Dr. - from Daubenberger Rd. to Johnson Rd.
(3) Christoffersen Pkwy. - from N. Golden State Blvd. to Kilroy Rd.
(4) Countryside Dr. - from W. Monte Vista Ave. to Fulkerth Rd.
(5) Fulkerth Rd. - from Tegner Rd. to N. Golden State Blvd.
(6) E. Glenwood Ave. - from Lander Ave. to Golf Rd.
(7) S. Golden State Blvd. - from East Ave. to "F" St.
(8) Hawkeye Ave. - from N. Golden State Blvd. to Colorado Ave.
(9) Hawkeye Ave. - from Daubenberger Rd. to Waring Rd.
(10) Lander Ave. - from South Ave. to ~~Freeway~~ State Route 99.
(11) Linwood Ave. - from West Ave. to 1,400 feet west of Walnut Rd.
(12) S. Kilroy Rd. - from W. Main St. to Linwood Ave.
(13) N. Quincy Rd. - from E. Monte Vista Ave. to Swan Park Dr.
(14) N. Tegner Rd. - from W. Tuolumne Rd. to W. Monte Vista Ave.
(15) Tully Rd. - from Canal Dr. to Main St.
(16) N. Walnut Rd. - from Taylor Rd. to Monte Vista Ave.

(17) S. Walnut Rd. - from 2,240 feet north of W. Linwood Ave. to W. Linwood Ave.
(18) Waring Rd. - from Tuolumne Rd. to Hawkeye Ave.

(e) 45 MPH Speed Limit.
(1) Christoffersen Pkwy. - from Kilroy Rd. to east City limits.
(2) Dianne Dr. - from W. Main St. to Fulkerth Rd.
(3) East Ave. - from Johnson Rd. to Daubenberger Rd.
(4) Geer Rd. - from Monte Vista Ave. to Taylor Rd.
(5) W. Glenwood Ave. - from Linwood Ave. to Lander Ave.
(6) Golf Rd. - from First St. to ~~Highway~~ State Route 99
(7) N. Golden State Blvd. - from Fulkerth Rd. to Almond Ave.
(8) W. Main St. - from S. Tegner Rd. to S. Kilroy Rd.
(9) Monte Vista Ave. - from Tegner Rd. to Quincy Rd.
~~(10) Taylor Rd. - from Golden State Blvd. to Berkeley Ave.~~
(~~11~~10) S. Tegner Rd. - from south City limits to W. Main St.
(~~12~~11) N. Tegner Rd. - from Fulkerth Rd. to W. Tuolumne Rd.

(f) 50 MPH Speed Limit.
(1) Fransil Ln. - from Fulkerth Rd. to W. Main St.
(~~1~~2) S. Golden State Blvd. - from 1,100 feet south of "F" St. to "F" St.
(~~2~~3) N. Golden State Blvd. - from Monte Vista Ave. to Fulkerth Rd.
(~~3~~4) W. Linwood Ave. - from 1,400 feet west of S. Walnut Rd. to 1,400 feet west of S. Kilroy Rd.
(~~4~~5) Monte Vista Ave. - from Quincy Rd. to Waring Rd.
(~~5~~6) Walnut Rd. - from Linwood Ave. to Simmons Rd.

(g) 55 MPH Speed Limit.
(1) Fulkerth Rd. - from N. Tegner Rd. to N. Washington Rd.
(~~1~~2) N. Golden State Blvd. - from Taylor Rd. to W. Monte Vista Ave.
(~~2~~3) W. Main St. - from Washington Rd. to S. Tegner Rd.
(4) E. Taylor Rd. - from Geer Rd. to Berkeley Ave.
(5) W. Taylor Rd. - from Golden State Blvd. to Geer Rd.
(6) N. Washington Rd. - from Fulkerth Rd. to W. Main St.
(7) S. Washington Rd. - from W. Main St. to W. Linwood Ave.

**SECTION 2. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 3. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 23rd day of October, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 23rd day of October, 2012.

_____
JOHN S. LAZAR, Mayor

ATTEST:

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