

City Council Agenda



FEBRUARY 12, 2013

7:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



**Mayor
John S. Lazar**

Council Members
Amy Bublak **Steven Nascimento**
Forrest White **William DeHart, Jr.**
 Vice Mayor

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

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

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

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

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

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org 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:* Dating Violence Awareness & Prevention Month, accepted by Angie Mendoza and Alma Ventura
 - B. *Presentation:* Pipeline Safety Enhancement Update, Richard Dye, Pacific Gas & Electric - Government Relations

3. **A. SPECIAL BRIEFINGS:** None
 - B. STAFF UPDATES**
 1. Board, Commission, and Committee Vacancies (*Weaver*)
 2. Capital Projects and Building Activity (*Pitcock*)
 3. Mayors Gang Prevention Task Force Update (*Jackson*)

C. PUBLIC PARTICIPATION

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

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

- A. Resolution: Accepting Demands of 1/10/13 in the amount of \$939,515.09; Demands of 1/18/13 in the amount of \$860,232.88
- B. Motion: Accepting Minutes of Special Meeting of January 22, 2013; Minutes of Regular Meeting of January 22, 2013
- C.
 - 1. Motion: Approving Contract Change Order No. 1 (Final) in the credit amount of \$19,230 (Fund 420) for City Project No. 12-19, "Angelus Street Waterline Replacement," bringing the contract total to \$160,532
 - 2. Motion: Accepting improvements for City Project No. 12-19, "Angelus Street Waterline Replacement," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Accepting improvements for City Project No. 12-51, "Re-roof of Marty Yerby Center," and authorizing the City Engineer to file a Notice of Completion
- E.
 - 1. Motion: Awarding bid and approving an agreement in the amount of \$5,344.80 with JKB Development, of Turlock, California, for City Project No. 12-58, "Chamber of Commerce Building Repair"
 - 2. Resolution: Appropriating \$5,969 to account number 241-00-000-228.51301 "City Facility Repairs" to be funded using insurance proceeds received for damages and accounted for in account number 241-00-000-228.37220 "Insurance Recoveries"
- F. Motion: Approving a purchase and sale agreement with Tiare LLC for the purchase of two (2) remaining parcels, more particularly described as Stanislaus County APN Nos. 042-010-021 and 042-010-022, for the construction of the second phase of the new Turlock Regional Transit Center, City Project No. 12-60, in the amount of \$1,537,929 plus escrow closing costs, with the total cost not to exceed \$1,544,000
- G. Resolution: Approving Turlock Municipal Airport Development Standards and Turlock Municipal Airport Minimum Standards

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- H. 1. *Motion*: Approving the First Amendment to the Cost Sharing Agreement between the Cities of Ceres, Hughson, Modesto, and Turlock for additional consulting services needed to complete the East Stanislaus Integrated Regional Water Management Plan (IRWMP)
2. *Motion*: Authorizing the City Manager to execute all documents related to the First Amendment to the Cost Sharing Agreement for the preparation of the East Stanislaus Integrated Regional Water Management Plan (IRWMP) as well as all future documents pertaining to the project
 - I. *Motion*: Approving a restructuring in the scope of work for the North Valley Regional Recycled Water Program (NVRWP) to focus on the Delta Mendota Canal (DMC) conveyance option as the preferred alternative and to authorize the City Manager to execute any and all documents pertaining thereto
 - J. *Motion*: Approving the contract renewal between the City of Turlock and the Turlock Umpire Group to officiate the adult league softball programs
 - K. *Motion*: Approving the Memorandum of Understanding between the City of Turlock and the Turlock Youth Soccer Association for the use of Turlock Regional Sports Complex for designated youth soccer programs and tournaments within the community
 - L. *Resolution*: Authorizing the relocation of the trunking radio system used by the City of Turlock from the Turlock Police Department to the Turlock Public Safety Facility, including the purchase of new equipment by Delta Wireless, Inc., of Turlock, California, in an amount not to exceed \$260,000
 - M. *Resolution*: Authorizing the purchase of Haworth panel systems, freestanding furniture, chairs and accessories from Warden's of Modesto, California, through the U.S. Communities Purchasing Program for the Turlock Public Safety Facility, in an amount not to exceed \$260,000, without compliance to the formal bid procedure
 - N. *Resolution*: Amending the salary range for the job classification of Fire Chief from 38.1 to 39.1 to be consistent and equitable with other department directors, effective February 16, 2013
 - O. *Motion*: Rejecting Claim for Damages filed by Kevin E. Chase
 - P. *Motion*: Rejecting Claim for Damages filed by Gonzalo Campos
 - Q. *Motion*: Rejecting Claim for Damages filed by Daljit Singh Atwal
 - R. *Motion*: Rejecting Claim for Damages filed by Bobby Atwal

6. FINAL READINGS

- A. ***Recommended Action:***
Ordinance: Amending Turlock Municipal Code Title 8, Chapter 1, Article 1, Section 6, regarding the adoption of building fees by Resolution
- B. ***Recommended Action:***
Ordinance: Adding Turlock Municipal Code Title 6, Chapter 1, Article 1, Section 17, regarding the permitting of Rescue Groups

7. PUBLIC HEARINGS

- A. Request to amend Turlock Municipal Code Title 2, Chapter 1, Article 02, to change the hour regular City Council meetings are held. (*Wasden*)

Recommended Action:

Ordinance: Amending Turlock Municipal Code Title 2, Chapter 1, Article 02, to change the hour regular City Council meetings are held

- B. Request to approve amendments to Turlock Municipal Code Title 4, Chapter 3, Article 4, entitles "Fireworks". (*Lohman*)

Recommended Action:

Ordinance: Approving amendments to Turlock Municipal Code Title 4, Chapter 3, Article 4, entitled "Fireworks"

8. SCHEDULED MATTERS

- A. Request to authorize staff to support support the positive benefits of the Enterprise Zone program in local communities and on a statewide economic level and communicate support for Enterprise Zones and opposition to any proposal that would threaten their existence. (*Wasden*)

Recommended Action:

Resolution: Authorizing staff to support the positive benefits of the Enterprise Zone program in local communities and on a statewide economic level and communicate support for Enterprise Zones and opposition to any proposal that would threaten their existence

- B. Request to recommend payment in the amount of \$3,000 from Fund 410-51-530.43319 "Regulatory Fees" to the State Water Pollution Cleanup and Abatement Account as settlement of an Administrative Civil Liability Complaint R5-2013-0505. (*Madden*)

Recommended Action:

Motion: Recommending payment in the amount of \$3,000 from Fund 410-51-530.43319 "Regulatory Fees" to the State Water Pollution Cleanup and Abatement Account as settlement of an Administrative Civil Liability Complaint R5-2013-0505

- C. Request to authorize the filling and replacement of three (3) current vacant positions within the Parks, Recreation and Public Facilities Division through an in-house recruitment of full time, part time and volunteer/intern staff, and outside recruitment if needed. (*Schulze*)

Recommended Action:

Resolution: Authorizing the filling and replacement of three (3) current vacant positions within the Parks, Recreation and Public Facilities Division through an in-house recruitment of full time, part time and volunteer/intern staff, and outside recruitment if needed

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

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

11. CLOSED SESSION

- A. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(a)
Name of case: California Clean Energy Committee vs. City of Turlock

- B. Public Employee Performance Evaluation, Cal. Gov't Code §54957
Title: City Manager

12. ADJOURNMENT

2A

IN RECOGNITION OF
DATING VIOLENCE AWARENESS & PREVENTION MONTH
FEBRUARY 2013

WHEREAS, dating violence is a reality for many youth, and an issue that many parents are unaware of; and

WHEREAS, 1 in 3 young people are affected by physical, sexual, or verbal dating violence, with 1 in 5 in a serious relationship reporting having been slapped, pushed, hit, threatened or coerced by a partner, and breakups can be a time of even greater risk even when a relationship was never physically abusive; and

WHEREAS, young people can choose better relationships when they understand that healthy relationships are based on respect and learn to identify early warning signs of an abusive relationship; and

WHEREAS, elimination of dating violence must be achieved through cooperation of individuals, organizations, and communities; and

WHEREAS, Dating Violence Awareness & Prevention Month provides an excellent opportunity for citizens to learn more about preventing dating violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims.

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 the month of February, 2013, as **DATING VIOLENCE AWARENESS & PREVENTION MONTH** in the City of Turlock and urge all citizens to educate themselves about dating violence and encourage others to pursue healthy and respectful relationships.

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 12th day of February, 2013.

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: February 12, 2013
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 Member	6/30/12	1
Planning Commission Alternate Member	3/31/13	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, 2012 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)

_____ **Stanislaus County Airport Advisory Committee**

_____ **Parks, Recreation & Community Commission**

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

_____ **Planning Commission**

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

_____ **Development Collaborative Advisory Committee**

_____ **Other** _____

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

Name: _____

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? _____

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

Occupation: _____

Business Address: _____ Zip Code: _____

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

Employment Highlights: _____

Prior Public Service, if any: _____

Present and past community activities and organizations: _____

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

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

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 1/10/13 IN THE AMOUNT OF }
\$939,515.09; DEMANDS OF 1/18/13 IN THE }
AMOUNT OF \$860,232.88 }
_____ }

RESOLUTION NO. 2013

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:
1/10/13	\$939,515.09
1/18/13	\$860,232.88

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of February, 2013, 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: 1/5/2013 - To Payment Date: 1/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
91498	01/07/2013	Open			Accounts Payable	GEOSTRATEGIES INC	\$1,000.00		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$1,000.00		
91499	01/08/2013	Open			Utility Management Refund	BICKLER, ROB	\$21.40		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$10.04		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$11.36		
91500	01/08/2013	Open			Utility Management Refund	BITBADAL, EVELYN, MOOSHOOLOO	\$150.00		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$1.10		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2.08		
	420 - WATER			420.11000 (Cash)			\$146.82		
91501	01/08/2013	Open			Utility Management Refund	DAVID, KEVIN	\$58.70		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$58.70		
91502	01/08/2013	Open			Utility Management Refund	GONZALEZ, VERONICA	\$227.00		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$4.18		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4.73		
	420 - WATER			420.11000 (Cash)			\$218.09		
91503	01/08/2013	Open			Utility Management Refund	GUTIERREZ, FRANCINE	\$34.03		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$34.03		
91504	01/08/2013	Open			Utility Management Refund	HERRIN, PHYLENA, MAE	\$25.00		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$25.00		
91505	01/08/2013	Open			Utility Management Refund	KEENOM, ANGELA	\$98.64		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$98.64		

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Payment Register

From Payment Date: 1/5/2013 - To Payment Date: 1/10/2013

Account Number	Payment Date	Open	Account Name	Category	Amount
91506	01/08/2013	Open	Utility Management Refund	KIBBY ROAD LLC	\$72.78
91507	01/08/2013	Open	Utility Management Refund	KIMOTO, TAMMIE	\$42.68
91508	01/08/2013	Open	Utility Management Refund	NICHOLS, AYLEEN	\$215.31
91509	01/08/2013	Open	Utility Management Refund	PETERS, CHRIS	\$66.30
91510	01/08/2013	Open	Utility Management Refund	SIGALA, CINDY	\$58.70
91511	01/08/2013	Open	Utility Management Refund	STANISLAUS PROPERTY MGMT	\$76.13
91512	01/08/2013	Open	Utility Management Refund	STEWART, ADAM	\$98.52
91513	01/08/2013	Open	Utility Management Refund	SUNGATE REALTY	\$25.00
91514	01/08/2013	Open	Utility Management Refund	THOMPSON, CYNTHIA, MARIE	\$72.45
91515	01/08/2013	Open	Utility Management Refund	UPPAL, DALJIT	\$118.42
91516	01/10/2013	Open	Accounts Payable	A & A PORTABLES INC	\$176.00

Payment Register

From Payment Date: 1/5/2013 - To Payment Date: 1/10/2013

Paying Fund	Cash Amount	Amount
91517	301 - Capital Improvement 01/10/2013 Open Paying Fund	\$176.00
	Accounts Payable	\$1,346.73
	ACCOUNTTEMPS INC	
91518	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/10/2013 Open Paying Fund	\$673.36 \$673.37
	Accounts Payable	\$70.12
	AIRGAS NCN	
91519	110 - General Fund 01/10/2013 Open Paying Fund	\$70.12
	Accounts Payable	\$547.62
	AMERICAN REPROGRAPHICS CO LLC	
91520	502 - Engineering 01/10/2013 Open Paying Fund	\$547.62
	Accounts Payable	\$737.38
	AT&T / CALNET 2	
91521	110 - General Fund 255 - CDBG 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 01/10/2013 Open Paying Fund	\$212.18 \$21.46 \$44.54 \$223.33 \$223.33 \$12.54
	Accounts Payable	\$2,952.62
	AT&T MOBILITY	
91522	410 - WATER QUALITY CONTROL (WQC) 501 - Information Technology 01/10/2013 Open Paying Fund	\$2,437.29 \$278.73 \$236.60
	Accounts Payable	\$65.89
	AT&T/SBC	
91523	110 - General Fund 01/10/2013 Open Paying Fund	\$65.89
	Accounts Payable	\$28.21
	BALSWICK'S TIRE SHOP INC	
91524	110 - General Fund 01/10/2013 Open Paying Fund	\$28.21
	Accounts Payable	\$384.15
	BAUER COMPRESSORS INC	
91525	110 - General Fund 01/10/2013 Open Paying Fund	\$384.15
	Accounts Payable	\$115.48
	BURTON'S FIRE APPARATUS	

Payment Register

From Payment Date: 1/5/2013 - To Payment Date: 1/10/2013

Account Number	Account Name	Account Type	Account Description	Amount
91526	110 - General Fund	Open	CHARTER COMMUNICATIONS	\$115.48
	01/10/2013	Open	Accounts Payable	\$35.08
	Paying Fund		Cash Amount	
91527	110 - General Fund	Open	COUNTY BANK VISA	\$1,416.33
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
91528	110 - General Fund	Open	CRESCENT SURPLUS INC	\$374.51
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
91529	110 - General Fund	Open	CRITICAL REACH INC	\$655.00
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
91530	110 - General Fund	Open	CWEA	\$1,530.00
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
91531	410 - WATER QUALITY CONTROL (WQC)	Open	DELTA WIRELESS & NETWORK	\$420.95
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
91532	110 - General Fund	Open	ENGINEERED FIRE SYST INC	\$360.00
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
91533	110 - General Fund	Open	EQUIFAX	\$8.86
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
91534	110 - General Fund	Open	EWING IRRIGATION PROD INC	\$4,794.19
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
91535	410 - WATER QUALITY CONTROL (WQC)	Open	FASTENAL COMPANY INC	\$860.90
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
91536	410 - WATER QUALITY CONTROL (WQC)	Open	FIRST TRANSIT INC	\$44,242.42
	01/10/2013	Open	Accounts Payable	
	Paying Fund		Cash Amount	
	425 - Transit - Dial A Ride		Cash Amount	\$14,363.58

Payment Register

From Payment Date: 1/5/2013 - To Payment Date: 1/10/2013

Account Number	Description	Account Type	Amount
91537	426 - Transit - BLAST	Accounts Payable	\$29,878.84
	01/10/2013 Open	GOMES & SONS INC, JOE M	
	Paying Fund	Cash Amount	\$39,446.09
	110 - General Fund		\$22,634.19
	205 - Sports Facilities		\$397.98
	217 - Streets - Gas Tax		\$4,422.48
	246 - Landscape Assessment		\$2,090.65
	256 - Stanislaus Housing Consortia		\$50.79
	405 - Building		\$229.25
	410 - WATER QUALITY CONTROL (WQC)		\$4,190.88
	420 - WATER		\$1,874.20
	425 - Transit - Dial A Ride		\$2,273.47
	426 - Transit - BLAST		\$795.17
	502 - Engineering		\$201.67
	505 - Fleet		\$85.36
91538	01/10/2013 Open	Accounts Payable	\$71.19
	Paying Fund	GOMES PROPANE	
	217 - Streets - Gas Tax		\$71.19
91539	01/10/2013 Open	Accounts Payable	\$1,080.86
	Paying Fund	GRAINGER INC, W W	
	410 - WATER QUALITY CONTROL (WQC)		\$1,068.09
	420 - WATER		\$12.77
91540	01/10/2013 Open	Accounts Payable	\$2,161.44
	Paying Fund	HOLT OF CALIFORNIA INC	
	110 - General Fund		\$121.31
	410 - WATER QUALITY CONTROL (WQC)		\$2,040.13
91541	01/10/2013 Open	Accounts Payable	\$928.61
	Paying Fund	HUB INTL OF CA INS SVC	
	110 - General Fund		\$928.61
91542	01/10/2013 Open	Accounts Payable	\$1,007.94
	Paying Fund	HUNTINGTON COURT REPORTER	
	110 - General Fund		\$1,007.94
91543	01/10/2013 Open	Accounts Payable	\$6,670.95
	Paying Fund	KLEINFELDER WEST INC dba KLEINFELDER INC	
	413 - WQC-Capital Expansion Reserve		\$964.20
	415 - Sewer Bond Projects		\$5,706.75
91544	01/10/2013 Open	Accounts Payable	\$9,737.50
	Paying Fund	MODESTO SAND & GRAVEL INC	

Payment Register

From Payment Date: 1/5/2013 - To Payment Date: 1/10/2013

Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,868.75
420 - WATER	420.11000 (Cash)	\$4,868.75
91545 01/10/2013 Open	Accounts Payable	
Paying Fund	MYERS TOWING	\$235.00
110 - General Fund	110.11000 (Cash)	\$235.00
91546 01/10/2013 Open	Accounts Payable	
Paying Fund	OMNI-MEANS INC	\$4,495.70
305 - Capital Facility Fees	305.11000 (Cash)	\$4,495.70
91547 01/10/2013 Open	Accounts Payable	
Paying Fund	OVIVO USA LLC	\$5,529.81
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$5,529.81
91548 01/10/2013 Open	Accounts Payable	
Paying Fund	P G & E	\$333.40
110 - General Fund	110.11000 (Cash)	\$333.40
91549 01/10/2013 Open	Accounts Payable	
Paying Fund	PRECISION CONCRETE CUTTING	\$14,101.94
512 - Casualty Insurance	512.11000 (Cash)	\$14,101.94
91550 01/10/2013 Open	Accounts Payable	
Paying Fund	RAMONT'S TOW SERVICE	\$437.50
110 - General Fund	110.11000 (Cash)	\$437.50
91551 01/10/2013 Open	Accounts Payable	
Paying Fund	REED INC, GEORGE	\$127,699.43
215 - Streets - Grant Funded Projects	215.11000 (Cash)	\$127,699.43
91552 01/10/2013 Open	Accounts Payable	
Paying Fund	SALLY SWANSON ARCHITECTS INC	\$15,029.00
301 - Capital Improvement	301.11000 (Cash)	\$15,029.00
91553 01/10/2013 Open	Accounts Payable	
Paying Fund	SIERRA MOUNTAIN CONSTRUCTION INC	\$216,429.00
415 - Sewer Bond Projects	415.11000 (Cash)	\$216,429.00
91554 01/10/2013 Open	Accounts Payable	
Paying Fund	SIERRA WEST VALUATION INC	\$1,000.00
425 - Transit - BLAST	425.11000 (Cash)	\$1,000.00
91555 01/10/2013 Open	Accounts Payable	
Paying Fund	T I D	\$19,016.00
110 - General Fund	110.11000 (Cash)	\$19,016.00
		\$1,643.93

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91556	205 - Sports Facilities	205.11000 (Cash)	Accounts Payable	TAYLOR BACKHOE SERVICE, INC.	\$8,194.35
	216 - Streets - Local Transportation	216.11000 (Cash)	Cash Amount		\$8,194.35
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	TURLOCK SCAVENGER CO INC	\$388,888.89
	420 - WATER	420.11000 (Cash)	Cash Amount		\$388,888.89
	426 - Transit - BLAST	426.11000 (Cash)	Accounts Payable	VAN DE POL ENTERPRISE INC	\$1,047.68
	505 - Fleet	505.11000 (Cash)	Cash Amount		\$1,047.68
	01/10/2013 Open		Accounts Payable	VERIZON WIRELESS	\$1,026.46
	Paying Fund		Cash Amount		\$1,026.46
	255 - CDBG	255.11000 (Cash)	Accounts Payable	ZAP MFG INC	\$1,048.21
	01/10/2013 Open		Cash Amount		\$1,048.21
	Paying Fund		Accounts Payable	ZEE MEDICAL SERVICE CO	\$140.88
	110 - General Fund	110.11000 (Cash)	Cash Amount		\$140.88
	420 - WATER	420.11000 (Cash)	Accounts Payable	AYRES HOTEL ANAHEIM	\$520.94
	01/10/2013 Open		Cash Amount		\$520.94
	Paying Fund		Accounts Payable	BAPTISTA, AMANDA	\$290.00
	110 - General Fund	110.11000 (Cash)	Cash Amount		\$290.00
	01/10/2013 Open		Accounts Payable	CALACT	\$375.00
	Paying Fund		Cash Amount		\$375.00
	426 - Transit - BLAST	426.11000 (Cash)	Accounts Payable	CONTRA COSTA COUNTY	\$410.00
	01/10/2013 Open		Cash Amount		\$410.00
	Paying Fund		Accounts Payable		

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		SHERIFF'S OFFICE		
Paying Fund		Cash Amount		Amount
91566	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable CRAWFORD, STEVEN	\$410.00
	Paying Fund			Amount
91567	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable CROWNE PLAZA CONCORD	\$630.00
	Paying Fund			Amount
91568	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable CROWNE PLAZA CONCORD	\$462.30
	Paying Fund			Amount
91569	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable D-PREP, LLC	\$462.30
	Paying Fund			Amount
91570	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable FASTRAK VIOLATION PROCESSING DEPARTMENT	\$674.00
	Paying Fund			Amount
91571	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable HANSLOVAN, CATHY	\$29.00
	Paying Fund			Amount
91572	203 - Animal Fee Forfeiture 01/10/2013 Open	203.11000 (Cash)	Accounts Payable HARRY, BETTE YERBY	\$36.00
	Paying Fund			Amount
91573	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable HILTON GARDEN INN SF AIRPORT NORTH	\$150.00
	Paying Fund			Amount
91574	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable HOLEMAN, RUSSELL	\$313.90
	Paying Fund			Amount
91575	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable HOLIDAY INN ANAHEIM	\$156.80
	Paying Fund			Amount
91576	110 - General Fund 01/10/2013 Open	110.11000 (Cash)	Accounts Payable HOLIDAY INN OAKLAND	\$550.30
	Paying Fund			Amount
	110 - General Fund	110.11000 (Cash)		\$564.30

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Account Number	Payment Date	Open	Account Name	Account Type	Payee Name	Amount
91577	01/10/2013	Open	Accounts Payable	JARVIS, CAMIE		\$18.00
			Cash Amount			
			203 - Animal Fee Forfeiture			\$18.00
91578	01/10/2013	Open	Accounts Payable	KULLAR, VARINDER		\$300.00
			Cash Amount			
			110 - General Fund			\$300.00
91579	01/10/2013	Open	Accounts Payable	MORGAN, KRISTIN		\$18.00
			Cash Amount			
			203 - Animal Fee Forfeiture			\$18.00
91580	01/10/2013	Open	Accounts Payable	PEREZ, JAVIER		\$300.00
			Cash Amount			
			110 - General Fund			\$300.00
91581	01/10/2013	Open	Accounts Payable	PYRAMID FILMS CORPORATION		\$20.00
			Cash Amount			
			110 - General Fund			\$20.00
91582	01/10/2013	Open	Accounts Payable	R.A.D. SYSTEMS		\$50.00
			Cash Amount			
			110 - General Fund			\$50.00
91583	01/10/2013	Open	Accounts Payable	ROSSITER, JUSTIN		\$1,668.52
			Cash Amount			
			110 - General Fund			\$1,668.52
91584	01/10/2013	Open	Accounts Payable	ROTON, GREG		\$290.00
			Cash Amount			
			110 - General Fund			\$290.00
91585	01/10/2013	Open	Accounts Payable	SECRETARY OF STATE		\$40.00
			Cash Amount			
			255 - CDBG			\$40.00
91586	01/10/2013	Open	Accounts Payable	STAGGS, SILVIA		\$290.00
			Cash Amount			
			110 - General Fund			\$290.00
91587	01/10/2013	Open	Accounts Payable	STOLL, ELIZABETH		\$63.40
			Cash Amount			
			110 - General Fund			\$63.40
			301 - Capital Improvement			\$2.50
91588	01/10/2013	Open	Accounts Payable	TRIPLE J CONSTRUCTION		\$1,375.00
			Cash Amount			
			110 - General Fund			\$1,375.00

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91589	01/10/2013	Open	Accounts Payable	WEBB, STEPHEN	Amount
		Paying Fund			\$98.00
		110 - General Fund			\$98.00
91590	01/10/2013	Open	Accounts Payable	WELCH, GRADY	\$18.00
		Paying Fund			\$18.00
		203 - Animal Fee Forfeiture			\$18.00
93 Transactions					\$939,515.09

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$939,515.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$939,515.09	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$939,515.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$939,515.09	\$0.00

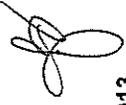
Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$939,515.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$939,515.09	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$939,515.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$939,515.09	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
91591	01/14/2013	Open			Accounts Payable	WESTAMERICA BANK	\$35,000.00		
	Paying Fund			Cash Amount					
	255 - CDBG			255.11000 (Cash)				\$17,500.00	
	256 - Stanislaus Housing Consortia			256.11000 (Cash)				\$17,500.00	
91592	01/15/2013	Open			Utility Management Refund	ALVAREZ, DOMINGO, D	\$46.30		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$46.30	
91593	01/15/2013	Open			Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	\$57.68		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$57.68	
91594	01/15/2013	Open			Utility Management Refund	PEREIRA, VIRGIL	\$35.60		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$35.60	
91595	01/15/2013	Open			Utility Management Refund	POWELL, SHANELL, L	\$92.32		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$92.32	
91596	01/15/2013	Open			Utility Management Refund	RSJS INVESTMENTS	\$55.43		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$55.43	
91597	01/18/2013	Open			Accounts Payable	ALL VALLEY SMOG INC	\$49.50		
	Paying Fund			Cash Amount					
	405 - Building			405.11000 (Cash)				\$24.75	
	502 - Engineering			502.11000 (Cash)				\$24.75	
91598	01/18/2013	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$100.00		
	Paying Fund			Cash Amount					
	625 - Successor Agency - LMI			625.11000 (Cash)				\$100.00	
91599	01/18/2013	Open			Accounts Payable	APPLIED PEST MANAGEMENT INC	\$220.00		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$220.00	
91600	01/18/2013	Open			Accounts Payable	ARMOR FIRE EXTINGUISHER	\$36.00		

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Paying Fund	Cash Amount	Amount
91601	110 - General Fund 01/18/2013 Open	\$36.00
	Accounts Payable AT&T / CALNET 2	\$4,374.54
	Paying Fund	
	Cash Amount	Amount
	110 - General Fund	\$3,751.74
	205 - Sports Facilities	\$38.26
	255 - CDBG	\$12.43
	405 - Building	\$11.88
	410 - WATER QUALITY CONTROL (WQC)	\$220.39
	420 - WATER	\$65.32
	426 - Transit - BLAST	\$66.79
	501 - Information Technology	\$86.15
	502 - Engineering	\$13.74
	505 - Fleet	\$97.84
91602	01/18/2013 Open	\$605.55
	Paying Fund	
	Cash Amount	Amount
	405 - Building	\$605.55
91603	01/18/2013 Open	\$178.50
	Paying Fund	
	Cash Amount	Amount
	216 - Streets - Local Transportation	\$178.50
91604	01/18/2013 Open	\$110.00
	Paying Fund	
	Cash Amount	Amount
	110 - General Fund	\$110.00
91605	01/18/2013 Open	\$179,340.03
	Paying Fund	
	Cash Amount	Amount
	410 - WATER QUALITY CONTROL (WQC)	\$227.25
	415 - Sewer Bond Projects	\$170,414.60
	420 - WATER	\$8,698.18
91606	01/18/2013 Open	\$4,075.52
	Paying Fund	
	Cash Amount	Amount
	410 - WATER QUALITY CONTROL (WQC)	\$4,075.52
91607	01/18/2013 Open	\$82.00
	Paying Fund	
	Cash Amount	Amount
	110 - General Fund	\$82.00
91608	01/18/2013 Open	\$49.99
	Paying Fund	
	Cash Amount	Amount
	Accounts Payable	\$49.99
	CHARTER COMMUNICATIONS	

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Account Number	Description	Account Type	Amount
91609	501 - Information Technology	Accounts Payable	\$49.99
	01/18/2013 Open		
	Paying Fund		\$193.77
91610	110 - General Fund	Accounts Payable	\$131.51
	405 - Building		\$62.26
	01/18/2013 Open		
	Paying Fund		\$249.21
91611	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	\$132.13
	425 - Transit - Dial A Ride		\$117.08
	01/18/2013 Open		
	Paying Fund		\$86.50
91612	420 - WATER	Accounts Payable	\$86.50
	01/18/2013 Open		\$695.88
	Paying Fund		\$33,802.36
91613	426 - Transit - BLAST	Accounts Payable	\$695.88
	01/18/2013 Open		
	Paying Fund		\$693.40
91614	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	\$33,802.36
	01/18/2013 Open		
	Paying Fund		\$19,119.16
91615	420 - WATER	Accounts Payable	\$693.40
	01/18/2013 Open		
	Paying Fund		\$10.00
91616	305 - Capital Facility Fees	Accounts Payable	\$19,119.16
	01/18/2013 Open		
	Paying Fund		\$829.95
91617	255 - CDBG	Accounts Payable	\$10.00
	01/18/2013 Open		
	Paying Fund		\$5,352.00
91618	110 - General Fund	Accounts Payable	\$270.56
	410 - WATER QUALITY CONTROL (WQC)		\$320.36
	420 - WATER		\$239.03
	01/18/2013 Open		
	Paying Fund		\$57.25
91619	307 - NE Turlock Master Plan	Accounts Payable	\$5,352.00
	01/18/2013 Open		

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$57.25
01/18/2013 Open	Accounts Payable	
	HILMAR READY MIX	\$142.26
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$91.26
420 - WATER	420.11000 (Cash)	\$51.00
01/18/2013 Open	Accounts Payable	
	HORIZON WATER & ENVIR LLC	\$2,783.63
Paying Fund	Cash Amount	Amount
415 - Sewer Bond Projects	415.11000 (Cash)	\$2,783.63
01/18/2013 Open	Accounts Payable	
	JC WILLIAMS CO A CALIFORNIA CORPORATION	\$74,004.00
Paying Fund	Cash Amount	Amount
307 - NE Turlock Master Plan	307.11000 (Cash)	\$74,004.00
01/18/2013 Open	Accounts Payable	
	JJACPA, INC	\$3,200.00
Paying Fund	Cash Amount	Amount
621 - Successor Agency - Non LMI	621.11000 (Cash)	\$3,200.00
01/18/2013 Open	Accounts Payable	
	JKB HOMES NORCAL INC	\$74,004.00
Paying Fund	Cash Amount	Amount
307 - NE Turlock Master Plan	307.11000 (Cash)	\$74,004.00
01/18/2013 Open	Accounts Payable	
	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$920.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$863.92
405 - Building	405.11000 (Cash)	\$28.04
505 - Fleet	505.11000 (Cash)	\$28.04
01/18/2013 Open	Accounts Payable	
	LANGUAGE LINE SERVICES	\$10.75
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$10.75
01/18/2013 Open	Accounts Payable	
	MADRUGA BROS ENT INC	\$411.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$372.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$27.00
420 - WATER	420.11000 (Cash)	\$6.00
502 - Engineering	502.11000 (Cash)	\$6.00
01/18/2013 Open	Accounts Payable	
	MO-CAL OFFICE SOLUTIONS	\$777.31
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$526.03
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	\$17.81

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91629	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	MODESTO JANITORIAL SUPPLY	\$163.59
	420 - WATER	420.11000 (Cash)			\$21.71
	502 - Engineering	502.11000 (Cash)			\$48.17
	01/18/2013 Open				
	Paying Fund	Cash Amount			\$476.10
91630	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	NAPA AUTO PARTS	\$90.27
	01/18/2013 Open				
	Paying Fund	Cash Amount			\$90.27
91631	217 - Streets - Gas Tax	217.11000 (Cash)	Accounts Payable	NEW WORLD SYSTEM CORP	\$6,630.00
	01/18/2013 Open				
	Paying Fund	Cash Amount			\$1,256.29
91632	240 - Small Equipment Replacement	240.11000 (Cash)	Accounts Payable	OMC STAINLESS STEEL CUST	\$700.00
	01/18/2013 Open				
	Paying Fund	Cash Amount			\$1,256.29
91633	420 - WATER	420.11000 (Cash)	Accounts Payable	OWSLEY, ROBERT	\$700.00
	01/18/2013 Open				
	Paying Fund	Cash Amount			\$700.00
91634	506 - Vehicle/Equipment Replacement	506.11000 (Cash)	Accounts Payable	P G & E	\$6,545.13
	01/18/2013 Open				
	Paying Fund	Cash Amount			\$6,545.13
91635	110 - General Fund	110.11000 (Cash)	Accounts Payable	PACIFIC STORAGE COMPANY	\$395.00
	217 - Streets - Gas Tax	217.11000 (Cash)			\$960.52
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$8.65
	426 - Transit - BLAST	426.11000 (Cash)			\$461.67
	505 - Fleet	505.11000 (Cash)			\$14.12
	01/18/2013 Open				\$5,100.17
	Paying Fund	Cash Amount			\$395.00
91636	110 - General Fund	110.11000 (Cash)	Accounts Payable	PATCHETT FORD MERCURY INC	\$10.03
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$344.00
	01/18/2013 Open				\$51.00
	Paying Fund	Cash Amount			\$10.03
91637	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	PLATT ELECTRIC SUPPLY	\$292.49
	01/18/2013 Open				
	Paying Fund	Cash Amount			\$292.49
91638	217 - Streets - Gas Tax	217.11000 (Cash)	Accounts Payable	PROTECH SECURITY/ELEC INC	\$70.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$147.66
	01/18/2013 Open				\$144.83
	Paying Fund	Cash Amount			\$70.00

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Paying Fund	Cash Amount	Amount
91639 110 - General Fund 01/18/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable RICHARDS WATSON & GERSHON	\$70.00 \$914.55
91640 621 - Successor Agency - Non LMI 01/18/2013 Open Paying Fund	621.11000 (Cash) Accounts Payable SAFETY-KLEEN CORPORATION	\$914.55 \$134.00
91641 410 - WATER QUALITY CONTROL (WQC) 01/18/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable SECURE DELIVERY	\$134.00 \$115.00
91642 420 - WATER 01/18/2013 Open Paying Fund	420.11000 (Cash) Accounts Payable SIEMENS INDUSTRY INC C/O BRANOM	\$115.00 \$5,894.14
91643 410 - WATER QUALITY CONTROL (WQC) 01/18/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable SIERRA CHEMICAL CO	\$5,894.14 \$10,395.75
91644 410 - WATER QUALITY CONTROL (WQC) 01/18/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable SIERRA FOOTHILL LAB	\$10,395.75 \$275.00
91645 410 - WATER QUALITY CONTROL (WQC) 01/18/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable ST BOARD OF EQUALIZATION	\$275.00 \$672.14
91646 505 - Fleet 01/18/2013 Open Paying Fund	505.11000 (Cash) Accounts Payable ST BOARD OF EQUALIZATION	\$672.14 \$454.46
91647 505 - Fleet 01/18/2013 Open Paying Fund	505.11000 (Cash) Accounts Payable STANISLAUS CO PLANNING	\$454.46 \$6,614.48
91648 256 - Stanislaus Housing Consortia 01/18/2013 Open Paying Fund	256.11000 (Cash) Accounts Payable STANTEC CONSULTING INC	\$6,614.48 \$3,485.60
91649 401 - Airport 01/18/2013 Open Paying Fund	401.11000 (Cash) Accounts Payable T I D	\$3,485.60 \$112,498.87
91650 410 - WATER QUALITY CONTROL (WQC) 01/18/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable TBA.AUTO PARTS	\$112,498.87 \$3,608.19

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$902.38
205 - Sports Facilities	205.11000 (Cash)	\$33.59
217 - Streets - Gas Tax	217.11000 (Cash)	\$109.51
246 - Landscape Assessment	246.11000 (Cash)	\$209.81
405 - Building	405.11000 (Cash)	\$240.78
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,192.31
420 - WATER	420.11000 (Cash)	\$545.29
425 - Transit - Dial A Ride	425.11000 (Cash)	\$237.42
426 - Transit - BLAST	426.11000 (Cash)	\$115.06
502 - Engineering	502.11000 (Cash)	\$22.04
01/18/2013 Open	Accounts Payable	
91651	TIRE DIST SYSTEM INC	\$2,435.00
Paying Fund	Cash Amount	Amount
405 - Building	405.11000 (Cash)	\$527.68
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,426.80
420 - WATER	420.11000 (Cash)	\$245.20
502 - Engineering	502.11000 (Cash)	\$235.32
01/18/2013 Open	Accounts Payable	
91652	TNG HYDRAULICS	\$142.36
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$56.62
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$85.74
01/18/2013 Open	Accounts Payable	
91653	TRI-STATE PUMP INC.	\$2,216.94
Paying Fund	Cash Amount	Amount
420 - WATER	420.11000 (Cash)	\$2,216.94
01/18/2013 Open	Accounts Payable	
91654	TURF STAR	\$529.92
Paying Fund	Cash Amount	Amount
205 - Sports Facilities	205.11000 (Cash)	\$150.22
246 - Landscape Assessment	246.11000 (Cash)	\$246.06
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$133.64
01/18/2013 Open	Accounts Payable	
91655	TURLOCK CITY TOW INC	\$515.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$465.00
426 - Transit - BLAST	426.11000 (Cash)	\$50.00
01/18/2013 Open	Accounts Payable	
91656	TURLOCK SCAVENGER CO INC	\$200,000.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$200,000.00
01/18/2013 Open	Accounts Payable	
91657	UNIVAR USA INC	\$19,757.05

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From Payment Date: 1/11/2013 - To Payment Date: 1/18/2013

Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$19,757.05
01/18/2013 Open	Accounts Payable	VINE & SONS INC, ER
91658		\$2,085.76
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$835.21
205 - Sports Facilities	205.11000 (Cash)	\$179.80
217 - Streets - Gas Tax	217.11000 (Cash)	\$362.75
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$453.02
420 - WATER	420.11000 (Cash)	\$123.46
425 - Transit - Dial A Ride	425.11000 (Cash)	\$91.31
502 - Engineering	502.11000 (Cash)	\$40.21
01/18/2013 Open	Accounts Payable	WALKER ASSOC INC, LARRY
91659		\$4,952.50
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,952.50
01/18/2013 Open	Accounts Payable	WESCO DISTRIBUTION INC
91660		\$3,189.04
Paying Fund	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$3,189.04
01/18/2013 Open	Accounts Payable	WEST COAST SAND & GRAVEL
91661		\$487.32
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$487.32
01/18/2013 Open	Accounts Payable	ZALREICH CHEMICAL CO INC
91662		\$17,105.11
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$17,105.11
01/18/2013 Open	Accounts Payable	CERVANTES, MICHAEL
91663		\$120.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$120.00
01/18/2013 Open	Accounts Payable	HIGAREDA, GERARDO
91664		\$170.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$170.00
01/18/2013 Open	Accounts Payable	KHINOO, DURAYE
91665		\$2,750.00
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$170.00
01/18/2013 Open	Accounts Payable	MORSE, LEE, H
91666		\$278.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$278.00
01/18/2013 Open	Accounts Payable	SSDTTF
91667		

Payment Register

From Payment Date: 1/11/2013 - To Payment Date: 1/18/2013

110 - General Fund

110.11000 (Cash)

Type Check Totals:

AP - Accounts Payable Totals

\$278.00

\$860,232.88

77 Transactions

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	77	\$860,232.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	77	\$860,232.88	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	77	\$860,232.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	77	\$860,232.88	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	77	\$860,232.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	77	\$860,232.88	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	77	\$860,232.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	77	\$860,232.88	\$0.00

-
1. **CALL TO ORDER** - Mayor Lazar called the meeting to order at 6:00 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
ABSENT: None

2. **PUBLIC PARTICIPATION:** None

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

4. **CONSENT CALENDAR:** None

5. **PUBLIC HEARING:**

- A. Principal Civil Engineer/Chief Building Official Eric Picciano presented the staff report on the request to Amend Turlock Municipal Code Title 8, Chapter 1, Article 1, Section 6, regarding the adoption of building fees by Resolution and adopt a Building Department fee structure for permits, inspections or other fees required per Title 8, Building Regulations, of the Turlock Municipal Code.

Nicole Kissam of NBS presented information regarding the framework, cost of service results, and conclusions of the study they conducted to assist the City of Turlock's Building Division establish user and regulatory fees for service.

Council and staff discussion included deposit based programs for large structures, the benefits and drawbacks of deposit based programs, reductions in the proposed fee structure, and potential benefits of fee reductions.

Mayor Lazar opened the public hearing.

John Beckman, CEO of Building Industry Association, spoke in favor of a 25% reduction in proposed fees and a deposit based approach for both large scale and residential projects.

Mike Warda spoke regarding fees associated with code enforcement and spoke in favor of the City continuing to provide incentives as a way of bringing new business growth to Turlock.

Sharon Silva, Development Collaborative Advisory Committee Chair, spoke in favor of fee reductions and future tax benefits.

Mayor Lazar closed the public hearing.

Additional Council discussion included a twenty-five percent (25%) fee reduction recommended by the DCAC, the need to encourage new development and growth, acknowledgement that deficit spending not come out of existing programs, and building fees specific to the Downtown area.

Mayor Lazar reopened the public hearing. Nicole Kissam presented information regarding the drawbacks of deposit based fee structures including additional accounting requirements and the extra resources it entails. Mayor Lazar closed the public hearing.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, introducing an Ordinance Amending Turlock Municipal Code Title 8, Chapter 1, Article 1, Section 6, regarding the adoption of building fees by Resolution and setting the final reading for February 12, 2013. Motion carried unanimously.

Resolution No. 2013-009 Adopting a Building Department fee structure for permits, inspections or other fees required per Title 8, Building Regulations, of the Turlock Municipal Code as set forth in the attached "Cost Recovery Fee Table" with the following modifications: approving a twenty-five percent (25%) reduction in adopted fees, adopting a deposit based fee structure for new residential housing units, and returning in twenty-four (24) months for review. Motion carried with Councilmembers Nascimento and White dissenting.

6. **SCHEDULED MATTERS:** None

7. **ADJOURNMENT:**

Motion by Councilmember Bublak, seconded by Councilmember Nascimento, to adjourn at 7:22 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

-
1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:32 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
ABSENT: None

B. **SALUTE TO THE FLAG**

 2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**
 - A. Mayor Lazar presented a Proclamation to Major Debi Shrum of the Salvation Army – Turlock in honor of her dedicated service.
 - B. Scott Webb, President & CEO of United Cerebral Palsy of Stanislaus and Tuolumne Counties, presented information on their new facility at 959 E. Monte Vista Avenue, in Turlock, and spoke regarding the services they provide.

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

B. **STAFF UPDATES**
 1. Police Lieutenant/Interim Assistant to the City Manager Ron Reid presented information on the Property Assessed Clean Energy Program (PACE). Mayor Lazar spoke regarding his interest in the program as a way for homeowners with antiquated heating and air systems to obtain low interest loans to enable them to live more comfortably and reduce their energy bills.

Mayor Lazar asked for Council consideration in hearing Scheduled Matters Item 8A at this time.

SCHEDULED MATTERS ITEM 8A

City Attorney Phaedra Norton advised that there was no conflict of interest in having Mayor Lazar participate in this item as his wife is an unpaid volunteer for the Carnegie Arts Center, that Council is not taking action on the contribution of any funding at this time, and the fact there is no need for Council to take any action on the item before them.

- A. Police Lieutenant/Interim Assistant to the City Manager Ron Reid presented the staff report on the request to accept the Carnegie Arts Center's annual report as presented to Council.

Carnegie Arts Center Executive Director and Curator Rebecca Phillips Abbot presented the Center's 2011-2012 Annual Report which included information about their organizational structure, board members and volunteers, exhibitions and programs, art classes and children's programs, publicity efforts, attendance and participation information, accomplishments, awards, and future goals.

Mayor Lazar noted that before he opened the public comment portion of Item 8A, he would open Section 3C, the Public Participation portion of the meeting. No one spoke. Mayor Lazar closed Public Participation.

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

Mayor Lazar commented that at the recent Mayor's Conference in Washington D.C., he attended a session that highlighted the importance of arts as a key to a vibrant community.

Action: Motion by Councilmember White, seconded by Councilmember DeHart, Accepting the Carnegie Arts Center's annual report as presented to Council. Motion carried unanimously.

C. PUBLIC PARTICIPATION: None

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

5. CONSENT CALENDAR:

Mayor Lazar asked that Items 5J, 5L, 5O, and 5P be removed from the Consent Calendar for separate consideration.

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

- A. **Resolution No. 2013-010** Accepting Demands of 12/13/12 in the amount of \$1,924,382.31; Demands of 12/20/12 in the amount of \$3,992,510.91; Demands of 1/4/13 in the amount of \$126,453.65
- B. Motion: Accepting Minutes of Regular Meeting of January 8, 2013
- C. 1. Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$2,662.50 (Fund 413) for City Project No. 12-22, "Pedretti Park Sewer Line," bringing the contract total to \$35,600.50
2. Motion: Accepting improvements for City Project No. 12-22, "Pedretti Park Sewer Line," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$49,489 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, bringing the contract total to \$3,489,458
- E. Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$19,884 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 07 – Framing, Drywall, and Plaster, bringing the contract total to \$2,476,517
- F. Motion: Accepting notification of Contract Change Order No. 2 in the decreased amount of (\$14,500) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 – Doors and Windows, bringing the contract total to \$1,217,703

- G. 1. *Motion*: Approving Contract Change Order No. 1 (Final) in the amount of \$4,177.66 (Fund 215) for City Project No. 0945, "Washington and West Main Intersection Improvements," bringing the contract total to \$181,800.66
2. *Motion*: Accepting improvements for City Project No. 0945, "Washington and West Main Intersection Improvements," and authorizing the City Engineer to file a Notice of Completion
- H. **Resolution No. 2013-011** Authorizing the creation of a Capital Improvements Coordinator job classification
- I. **Resolution No. 2013-012** Authorizing the submittal of an application to the California State Department of Housing and Community Development (HCD) for funding under the Emergency Solutions Grant (ESG) program; authorizing the City Manager to execute a standard HCD agreement, if selected, to receive such funding and any amendments thereto and all related documents necessary to participate in the ESG program
- J. *Removed from Consent Calendar for separate consideration.*
- K. *Motion*: Approving Amendment No. 2 to the agreement for special services with Dyett and Bhatia (Urban and Regional Planners) to extend the current termination date from December 31, 2012 to June 30, 2013 for the Turlock General Plan Update
- L. *Removed from Consent Calendar for separate consideration.*
- M. *Motion*: Approving an agreement with URS Corporation for groundwater monitoring as part of the continued investigation and remediation of PCE contamination in the Downtown area, in an amount not to exceed \$15,790
- N. *Motion*: Approving an agreement between Siemens Fire Safety and the Turlock Police Department for testing and inspection services related to the fire alarm system at Turlock Police and Fire Department, 900 N. Palm Street
- O. *Removed from Consent Calendar for separate consideration.*
- P. *Removed from Consent Calendar for separate consideration.*
- Q. *Motion*: Rejecting Claim for Damages filed by Ruben Prusso
- R. *Motion*: Rejecting Claim for Damages filed by Hugo Ticas
- S. **Resolution No. 2013-013** Rescinding Resolution No. 2012-039 and adopting the amended Personnel System Rules and Regulations regarding Reclassification

Item 5J

Development Services Director Mike Pitcock presented the staff report on the request to approve a retainer agreement for Fiscal Years 2012/13 and 2013/14 in an amount not to exceed \$50,000 with Economic & Planning Systems of Sacramento, California, for economic planning and development fee services.

Council and staff discussion included clarification that no monies would be expended if their services are not used.

City Attorney Phaedra Norton noted that in Paragraph 4 of the Retainer Agreement, the written amount indicates One Hundred Thousand and no/100ths Dollars, however, the numerical amount indicates \$50,000. She suggested, based upon the will of the Council, that the dollar amount be amended to read Fifty Thousand and no/100ths Dollars.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, Approving a retainer agreement for Fiscal Years 2012/13 and 2013/14 in an amount not to exceed \$50,000 with Economic & Planning Systems of Sacramento, California, for economic planning and development fee services and amending Paragraph 4 of the Retainer Agreement to indicate the correct amount of Fifty Thousand and no/100ths. Motion carried unanimously.

Item 5L Municipal Services Director Dan Madden presented the staff report on the request to authorize the City of Turlock's membership in the Bay Area Recycled Water Coalition for the purpose of obtaining federal and state financial assistance for the construction of the North Valley Recycled Water Program and authorize the expenditure of funds in an amount not to exceed \$20,000 for the purpose of membership in that Coalition.

Council discussion included merits of the program and the benefits of garnering leverage for funding.

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

Action: **Resolution No. 2013-014** Authorizing the City of Turlock's membership in the Bay Area Recycled Water Coalition for the purpose of obtaining federal and state financial assistance for the construction of the North Valley Recycled Water Program, a project to provide recycled water to farmland and wildlife refuges on the west side of the San Joaquin Valley was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried unanimously.

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, Authorizing the expenditure of funds in an amount not to exceed \$20,000 for the purpose of the City of Turlock's annual membership in the Bay Area Recycled Water Coalition from account number 410-51-530.43340 "North Valley Regional Recycled Water Project." Motion carried unanimously.

Item 5O Police Chief Rob Jackson presented the staff report on the request to approve the purchase of two (2) replacement unmarked police vehicles for Turlock Police Department.

Council and staff discussion included an explanation for the change in vehicle make/model and the importance of reaching out to local vendors.

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

Action: **Resolution No. 2013-015** Approving the purchase of two (2) replacement unmarked police vehicles for Turlock Police Department from Patchett's Ford of Turlock, California, from account number 112-10-116.51115 "Unmarked Police Vehicles" in an amount not to exceed \$47,803 was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried unanimously.

Item 5P

Human Resources Manager Sarah Eddy presented the staff report on the request to Rescind existing Resolution Nos. 2011-151, 2011-153, 2011-152, 2011-155, 2011-154 and 2007-259 adopting Memorandums of Understanding between the City of Turlock and Turlock Associated Police Officers (TAPO), Turlock City Employees Association (TCEA), Turlock Management Association – Public Safety TMAPS, Confidential Employees of the City of Turlock, Unrepresented Management Employees of the City of Turlock, and Turlock Firefighters, Local #2434, respectively, and Adopting a Side Letter Agreement amending the Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434, covering the period November 1, 2012 through October 31, 2013. Green sheets to this item were noted.

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

Councilmember Bublak spoke regarding her request to remove this item from the Consent Calendar which included her appreciation for City employees working with the City to accomplish necessary economic measures and the lack of progress by the elected officials regarding benefits of future employees.

Action: **Resolution No. 2013-016** Rescinding Resolution No. 2011-151 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Associated Police Officers (TAPO) covering the period December 1, 2012 through November 30, 2013 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried with Councilmember Bublak dissenting.

Resolution No. 2013-017 Rescinding Resolution No. 2011-153 and adopting a Memorandum of Understanding between the City of Turlock and Turlock City Employees Association (TCEA) covering the period November 1, 2012 through October 31, 2013 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried with Councilmember Bublak dissenting.

Resolution No. 2013-018 Rescinding Resolution No. 2011-152 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Management Association – Public Safety (TMAPS) covering the period November 1, 2012 through October 31, 2013 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried with Councilmember Bublak dissenting.

Resolution No. 2013-019 Rescinding Resolution No. 2011-155 and adopting a Schedule of Benefits for Confidential Employees of the City of Turlock covering the period November 1, 2012 through October 31, 2013 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried with Councilmember Bublak dissenting.

Resolution No. 2013-020 Rescinding Resolution No. 2011-154 and adopting a Schedule of Benefits for Unrepresented Management Employees of the City of Turlock covering the period November 1, 2012 through October 31, 2013 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried with Councilmember Bublak dissenting.

Resolution No. 2013-021 Rescinding Resolution No. 2007-011 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434 covering the period November 1, 2012 through October 31, 2013 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried with Councilmember Bublak dissenting.

Motion by Councilmember White, seconded by Councilmember Nascimento, Adopting a Side Letter Agreement amending the Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434 dated November 1, 2012 through October 31, 2013. Motion carried with Councilmember Bublak dissenting.

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

- A. Police Lieutenant/Interim Assistant to the City Manager Ron Reid presented the staff report on the request to add Turlock Municipal Code Title 6, Chapter 1, Article 1, Section 17, regarding the permitting of Rescue Groups.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, introducing an Ordinance Adding Turlock Municipal Code Title 6, Chapter 1, Article 1, Section 17, regarding the permitting of Rescue Groups, and setting the final reading for February 12, 2013. Motion carried unanimously.

8. **SCHEDULED MATTERS:**

- A. *Item was taken out of order prior to Item 4, Declaration of Conflicts of Interests and Disqualifications.*

- B. Planning Manager Debbie Whitmore presented the staff report on the request to authorize staff to issue a request for proposal for an update to the Northwest Triangle Specific Plan, Environmental Impact Report, and Infrastructure Financing Plan; and return to council at a future date to consider a budget amendment and contract proposal.

Council and staff discussion included opportunities for cost recovery.

Mayor Lazar asked for public comment.

Diana Porter-Suckow spoke in favor of the request for proposal for reasons including increased tax revenue for the City and opportunities for area property owners. Ms. Porter-Suckow thanked City staff for their efforts in bringing this matter forward.

Mayor Lazar closed public comment.

Action: Motion by Councilmember Bublak, seconded by Councilmember White, Authorizing staff to issue a request for proposal for an update to the Northwest Triangle Specific Plan, Environmental Impact Report, and Infrastructure Financing Plan; and bring back a budget amendment and contract proposal for consideration by the City Council at a future date. Motion carried unanimously.

- C. Municipal Services Director Dan Madden presented the staff report on the request to authorize the creation of the position of Deputy Director of Municipal Services funded by Enterprise Funds 410 and 420 and authorize the hiring and filling of such position through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed.

Mayor Lazar asked for public comment.

Ken Whitehill inquired as to the automatic advancement from Deputy Director to Director upon Mr. Madden's retirement.

Mayor Lazar closed public comment.

Action: **Resolution No. 2013-022** Authorizing the creation of the position of Deputy Director of Municipal Services Funded by Enterprise Funds 410 and 420 was introduced by Councilmember Bublak, seconded by Councilmember White, and carried unanimously.

Resolution No. 2013-023 Authorizing the hiring of one (1) currently vacant Deputy Director position within Municipal Services through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed was introduced by Councilmember Bublak, seconded by Councilmember White, and carried unanimously.

- D. Development Services Director Mike Pitcock presented the staff report on the request to accept the project status update on construction activities for City Project Nos. 0804A, "Turlock Public Safety Facility – Off-Site Improvements," and 0804B, "Turlock Public Safety Facility" and authorize the transfer of \$170,000 from Fund 216 (Prop 1B) Reserve to Fund 305 CFF (Police) for City Project 0804A, "Turlock Public Safety Facility-Off-Site Improvements."

Council and staff discussion included appreciation for staff's diligence in keeping project costs down.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Accepting the project status update on construction activities for City Project Nos. 0804A, "Turlock Public Safety Facility – Off-Site Improvements," and 0804B, "Turlock Public Safety Facility." Motion carried unanimously.

Resolution No. 2013-024 Authorizing the transfer of \$170,000 from Fund 216 (Prop 1B) Reserve to Fund 305 CFF (Police) for City Project No. 0804A, "Turlock Public Safety Facility-Off-Site Improvements" was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember DeHart asked that the deadline set at a previous Council meeting for Anderson's Tow Company to establish a location in Turlock not be overlooked.

10. COUNCIL COMMENTS:

Mayor Lazar commented that he would provide a briefing and written report to Council regarding his recent visit to Washington, D.C. and Capitol Hill.

Mayor Lazar noted that the Closed Session item agendized for tonight's meeting would be held over to the February 12, 2013 City Council meeting.

11. CLOSED SESSION:

Removed from agenda to be brought before City Council on February 12, 2013, at 7:00 p.m.

DRAFT

12. **ADJOURNMENT:**

Motion by Councilmember Bublak, seconded by Councilmember DeHart, to adjourn at 9:04 p.m.
Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

DRAFT



Council Synopsis

5C

February 12, 2013

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the credit amount of \$19,230 (Fund 420) for City Project No. 12-19, "Angelus Street Waterline Replacement," bringing the contract total to \$160,532

Motion: Accepting improvements for City Project No. 12-19, "Angelus Street Waterline Replacement," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On July 10, 2012, council awarded a contract in the amount of \$179,762.00 to Rolfe Construction of Atwater, California for "Angelus Street Waterline Replacement." The work has been completed in accordance with the project plans and specifications.

Change Order History	Amount	City Council Meeting
Original Contract	\$179,762.00	July 10, 2012
Change Order No. 1 (Final)	(\$19,230.00)	February 12, 2013
Adjusted Contract Total	\$160,532.00	

Change order No. 1 (Final) includes:

Contract Change Order No. 1 (Final) adjusts the quantities actually used during the course of construction and a credit for re-test costs associated with repeated water bacteria test failures. The work has been completed and staff recommends filing a notice of completion.

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) 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 water system repair/replacement needs.
i. Surface water project.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional funds are needed for the project. All funding for this project is has been accounted for in account no. 420-52-551.51127, "8" C-900 Angelus between Lander/Orange."

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

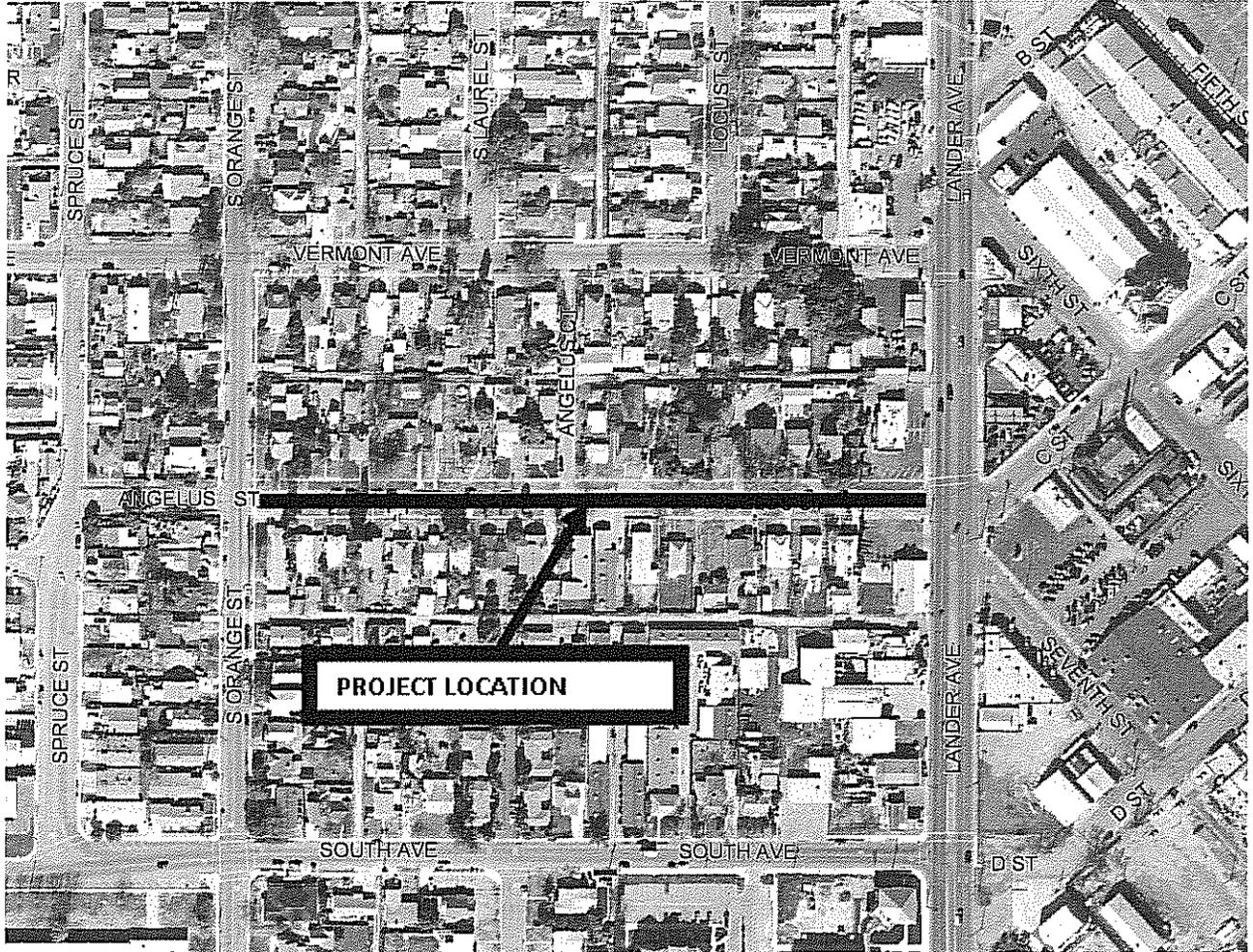
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Deny acceptance of contract change order #1 and not authorize the City Engineer to file a Notice of Completed. Staff does not recommend this as the contractor completed the work according to the project specifications.

City Project No. 12-19
"Angelus Street Waterline Replacement"



CITY OF TURLOCK

FINAL QUANTITIES

Angelus Street Waterline Replacement

Project No. 12-19

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual		Bid		Total Difference
				Quantities	Amount	Quantities	Amount	
1	Mobilization	LS	\$7,000.00	1	\$7,000	1	\$7,000.00	\$0.00
2	Traffic control	LS	\$2,000.00	1	\$2,000	1	\$2,000.00	\$0.00
3	Construction project sign	EA	\$1,500.00	2	\$3,000	2	\$3,000.00	\$0.00
4	Storm Water Best Management Practices	LS	\$3,000.00	1	\$3,000	1	\$3,000.00	\$0.00
5	Remove existing improvements	LS	\$2,000.00	1	\$2,000	1	\$2,000.00	\$0.00
6	Remove and salvage existing improvements	LS	\$3,000.00	1	\$3,000	1	\$3,000.00	\$0.00
7	Connection to existing waterline main	EA	\$1,000.00	2	\$2,000	2	\$2,000.00	\$0.00
8	Water main pipe (8" P.V.C. C-900 CL150)	LF	\$58.00	1,009	\$58,522	1,009	\$58,522.00	\$0.00
9	Waterline valve (8" gate)	EA	\$1,500.00	1	\$1,500	1	\$1,500.00	\$0.00
10	Waterline fitting (8x6 tee)	EA	\$500.00	2	\$1,000	2	\$1,000.00	\$0.00
11	Waterline fitting (8" 45 degree bend)	EA	\$500.00	4	\$2,000	4	\$2,000.00	\$0.00
12	Water main pipe (6" P.V.C. C-900 CL150)	LF	\$40.00	26	\$1,040	26	\$1,040.00	\$0.00
13	Waterline valve (6" gate)	EA	\$1,200.00	2	\$2,400	2	\$2,400.00	\$0.00
14	Service lines (1" service)	EA	\$900.00	36	\$32,400	36	\$32,400.00	\$0.00
15	Valve box	EA	\$100.00	6	\$600	3	\$300.00	\$300.00
16	Fire hydrant	EA	\$3,000.00	2	\$6,000	2	\$6,000.00	\$0.00
17	Earthwork	LS	\$5,000.00	1	\$5,000	1	\$5,000.00	\$0.00
18	Aggregate base	CY	\$40.00	102	\$4,080	191	\$7,640.00	(\$3,560.00)
19	Hot mix asphalt	TON	\$130.00	213	\$27,690	270	\$35,100.00	(\$7,410.00)
20	Adjust frames and covers to grade	EA	\$200.00	3	\$600	3	\$600.00	\$0.00
21	Minor concrete (curb and gutter)	LF	\$40.00	0	\$0	14	\$560.00	(\$560.00)
22	Thermoplastic crosswalk stripe (12" yellow)	LF	\$50.00	0	\$0	52	\$2,600.00	(\$2,600.00)
23	Thermoplastic pavement markings	SQFT	\$50.00	0	\$0	18	\$900.00	(\$900.00)
24	Blue fire hydrant markers (Type BB)	EA	\$100.00	2	\$200	2	\$200.00	\$0.00
SUB-TOTAL CONTRACT ITEMS =					\$165,032.00		\$179,762.00	(\$14,730.00)
CHANGE ORDERS								
C.O.#	1 (final) Failed Bacteriological Tests	EA	\$300.00	15	(\$4,500)	0	\$0.00	(\$4,500.00)
SUB-TOTAL CHANGE ORDER ITEMS =					(\$4,500.00)		\$0.00	(\$4,500.00)
TOTAL PROJECT =					\$160,532.00		\$179,762.00	(\$19,230.00)

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. 12-19
ANGELUS STREET WATERLINE REPLACEMENT**

Notice is hereby given that work on the above-referenced located in the city's right-of-way on Angelus Street from South Orange to Lander Avenue in the City of Turlock, was completed by the undersigned agency on February 12, 2013. The contractor of work was Rolfe Construction, 3573 Southern Pacific Avenue, Atwater CA 95301, 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 February 13, 2013 at Turlock, California, Stanislaus County



Council Synopsis

5D

February 12, 2013

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

Prepared by: Jeff Haney, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 12-51, "Re-roof of Marty Yerby Center," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On November 27, 2012, staff awarded a contract in the amount of \$11,350 to Econo-Roofing of Delhi, California for "Re-roof of Marty Yerby Center."

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

3. BASIS FOR RECOMMENDATION:

A) City Municipal Code requires that the City Council authorize the City Engineer to sign the Notice of Completion.

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

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:

Deny acceptance of work completed. Staff does not recommend this action as the contractor completed the work according to the project specifications.

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. 12-51
RE-ROOF OF MARTY YERBY CENTER**

Notice is hereby given that work on the above-referenced project located at the city's property at 600 Columbia in the City of Turlock, was completed by the undersigned agency on February 12, 2013. The contractor of work was Econo Roofing, 16721 Letteau Avenue, Delhi, CA 95315, 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 February 13, 2013 at Turlock, California, Stanislaus County



Council Synopsis

5E

February 12, 2013

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

Prepared by: Jeff Haney, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of \$5,344.80 with JKB Development, of Turlock, California, for City Project No. 12-58, "Chamber of Commerce Building Repair"

Resolution: Appropriating \$5,969 to account number 241-00-000-228.51301 "City Facility Repairs" to be funded using insurance proceeds received for damages and accounted for in account number 241-00-000-228.37220 "Insurance Recoveries"

2. DISCUSSION OF ISSUE:

On December 7, 2012, one (1) bid was received for City Project No. 12-58, "Chamber of Commerce Building Repair." JKB Development of Turlock, California, was the lowest responsible bidder with a bid in the amount of \$5,344.80.

Bid Summary:

COMPANY NAME	BID AMOUNT
JKB Development	\$5,344.80

An exterior wall was slightly damaged by a vehicle striking the wall. The wall must be pulled back into position, secured to the foundation and the stucco finish repaired and repainted. The City received an insurance reimbursement for the damages from the responsible party. This reimbursement will be sufficient to cover the costs of the repairs.

3. BASIS FOR RECOMMENDATION:

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

B) The project will repair damage to a City owned building with funding coming from the revenue from the insurance company.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Engineering	Building Permit
\$5,968.80	\$5,344.80	\$424.00	\$200.00

This repair was not anticipated when the 2012-13 budget was prepared, therefore Staff is requesting a budget appropriation in the amount of \$5,969 to account number 241-00-000-228.51301 "City Facility Repairs" for this project. As noted above, the responsible party's insurance company has paid the City for the cost of repairing these damages.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of repair to an existing building that does not involve expansion of use beyond that which currently exists. In accordance with Section 15301 (d) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

- A. Reject all bids submitted for this project. Staff does not recommend this alternative because the work needs to be completed and the funding is available.

AGREEMENT

FOR PUBLIC IMPROVEMENT

PROJECT NO. 12-58
Chamber of Commerce Building Repair

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

JKB Development, Inc.
P.O. Box 2998
Turlock, CA 95381

hereinafter called "Contractor" on this 22nd day of January, 2013 (hereinafter called the "Agreement").

RECITALS

- A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.
- B On February 12, 2013, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
- C City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. **Scope of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of:

move damaged wall back into place, secure the wall, patch the stucco finish and paint the wall and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City

Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

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

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

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

3. Schedule:

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

4. Equipment & Performance of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **CITY PROJECT NO. 12-58, "Chamber of Commerce Building Repair."**

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

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Three Thousand Three Hundred Sixty and NO/100ths Dollars (\$3,360.00)**. Said amount shall be paid in installments as hereinafter provided.

6. Time for Performance:

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

7. Rights of City to Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best

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

8. Option of City to Terminate Agreement in Event of Failure to Complete Work:

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

9. Liquidated Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Zero** and no/100ths Dollars (**\$0.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance by Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance

thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining to Payment for Work:

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

12. Permits, Compliance with Law:

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

13. Superintendence by Contractor:

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

14. Inspection by City:

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

15. Extra and/or Additional Work and Changes:

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

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

16. Change of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or

- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9 1.03A "Work Performed by Contractor" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental," there will be added a markup of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8 1.01, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section 9 1.03A. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or
 - b. where the delay is caused by actions beyond the control of Contractor; or

- c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. Inspection and Testing of Materials:

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

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

19. Permits and Care of the Work:

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

20. Other Contracts:

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

21. Payments to Contractor:

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

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

22. Hold-Harmless Agreement and Contractor's Insurance:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of

Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

23. Contractor's Insurance:

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

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.
- (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

- (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
- (3) Workers' Compensation: As statutorily required by the State of California.
- (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

(d) Other Insurance Provisions: The commercial general and automobile liability

policies are to contain, or be endorsed to contain, the following provisions:

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

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

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

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

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

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

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

24. Proof of Carriage of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that each carrier shall give City at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

25. Wages & Hours of Employment:

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

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

26. Emergency - Additional Time for Performance - Procurement of Materials:

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

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

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

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

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

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

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

(d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

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

27. Provisions Cumulative:

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

28. Notices:

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

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

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

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

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

29. Interpretation:

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

30. Antitrust Claims:

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

31. Use of City Project Number:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 12 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

Signature

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

Phaedra A. Norton, City Attorney
ATTEST:

Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$5,969 TO ACCOUNT NUMBER }
241-00-000-228.51301 "CITY FACILITY }
REPAIRS" TO BE FUNDED USING }
INSURANCE PROCEEDS RECEIVED FOR }
DAMAGES AND ACCOUNTED FOR IN }
ACCOUNT NUMBER 241-00-000-228.37220 }
"INSURANCE RECOVERIES" }

RESOLUTION NO. 2013-

WHEREAS, the Chamber of Commerce is operating in a building owned by the City; and

WHEREAS, a collision occurred in the fall of 2012 between a vehicle and the Chamber of Commerce building; and

WHEREAS, by a separate action the City Council has awarded a contract to JKB Development to repair the damages; and

WHEREAS, the vehicle owner's insurance company has provided reimbursement to the City to fund the repair.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$5,969 to account number 241-00-000-228.51301 "City Facility Repairs" to be funded using insurance proceeds received for damages and accounted for in account number 241-00-000-228.37220 "Insurance Recoveries."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of February 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

February 12, 2013

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

Prepared by: Maryn Pitt, Housing Program Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a purchase and sale agreement with Tiare LLC for the purchase of two (2) remaining parcels, more particularly described as Stanislaus County APN Nos. 042-010-021 and 042-010-022, for the construction of the second phase of the new Turlock Regional Transit Center, City Project No. 12-60, in the amount of \$1,537,929 plus escrow closing costs, with the total cost not to exceed \$1,544,000

2. DISCUSSION OF ISSUE:

Project Description:

In 2011, the City of Turlock received ARRA funds to construct southern Stanislaus County's first regional transit center for use by the City of Turlock's local bus service and the intercity bus systems operated by Stanislaus and Merced Counties. The project's central Turlock location has direct freeway access and provides large vehicle approaches from two major roadways. Project design provides room for current services and some future expansion with loading platforms for up to 12 buses. The Center was designed to allow for future multi-modal center accommodations that could include private taxi, "over the road" carriers and potential passenger rail service on the adjacent UPRR line. On-site bicycle storage facilities and existing bike lanes on two frontage streets have been constructed to promote the increase of non-motorized travel, and ample parking will accommodate carpooling and other sustainable transportation alternatives. The Center has been in use since its grand opening in 2012.

Project Benefits:

The project has provided a welcoming center for the safe and convenient use of public transit, and continues to encourage the use of alternative modes of transportation by a broader segment of Stanislaus and Merced County residents. The project's basic passenger amenities have provided comfort and shelter from harsh weather and help make trips on public transit more enjoyable.

Staff recommends the approval of the acquisition of the two remaining parcels located in the vacant triangle of Golden State Boulevard, West Hawkeye Avenue, and Dels Lane. Funds have already been budgeted in Account **426-40-415.51260** for Phase II of the Regional Transit Center, City Project No. 12-60, which includes the land acquisition as well as development of those two parcels. The source of those funds are Proposition 1B funds and LTF. The properties identified by the above APN numbers are a location that meets the needs for such a site as well as the criteria for the use of those designated funds. The location will have:

- Good access to major streets for bus turning.
- No apparent negative environmental impacts on neighboring development.
- Is centrally located for optimized bus routing
- Easy freeway access for both Merced and Stanislaus County transit buses.
- Vacant land readily available for development.
- Close to railroad access for future passenger rail connection.

3. BASIS FOR RECOMMENDATION:

- A) This recommended action is required as part of any FTA grant application related to obtaining property.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact \$2,200,000 in funds is available in line 426-40-415.51260 of the current year budget for Transit Hub Property.

Budget Amendment: None Required

5. CITY MANAGER'S COMMENTS:

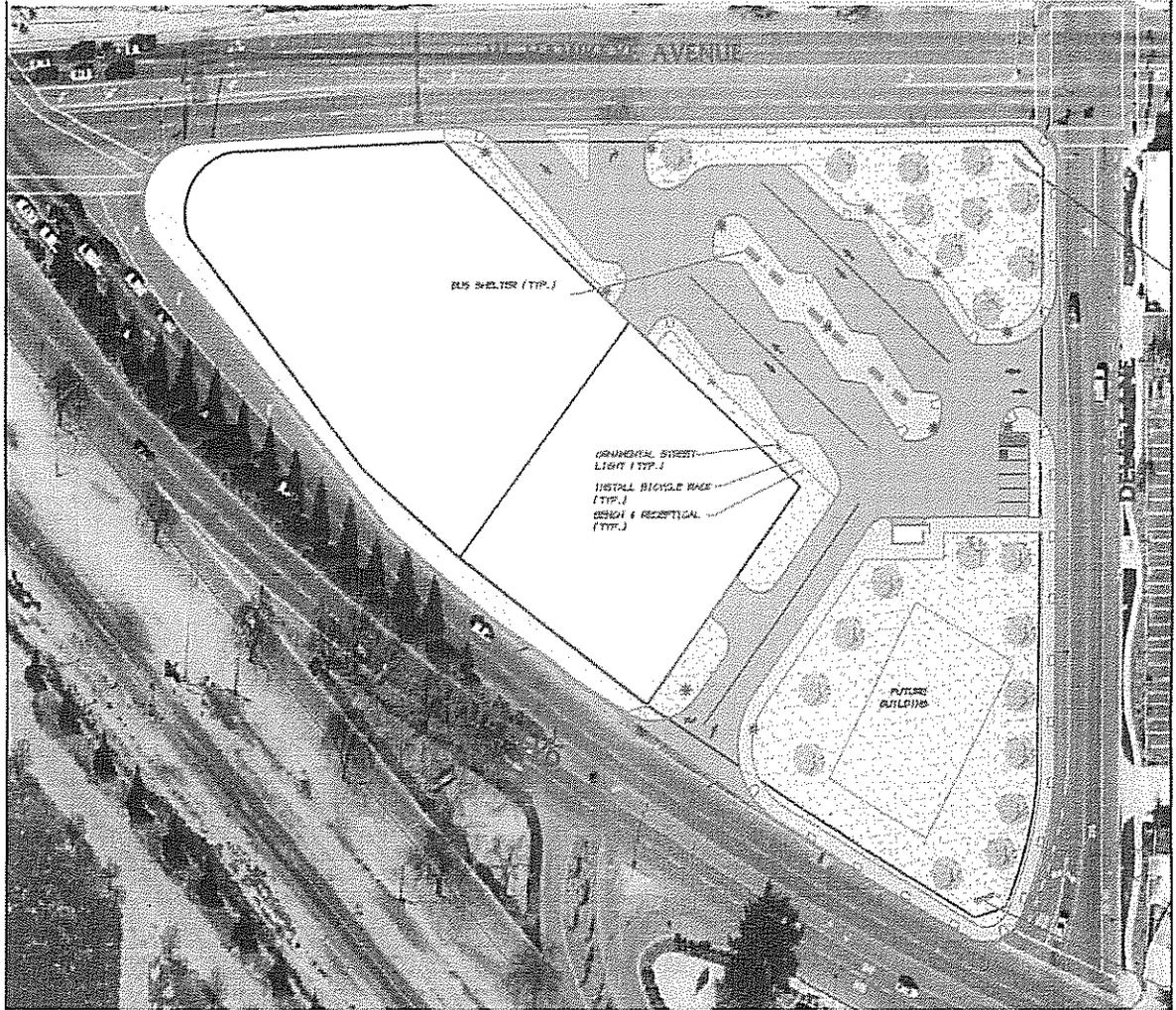
Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project has been found in compliance with the Turlock General Plan by the City of Turlock Planning Commission and all land entitlements have been secured.

7. ALTERNATIVES:

The Council could choose to not approve the purchase of these two remaining parcels. However, the City has secured federal funding for the continued development of this regional transit center using outside funding sources that will benefit the Turlock Community. This alternative is not recommended.



PEDRAS RD.

BLVD.
R.R.

DONNELLY

HAWKEYE AVE.

PROPOSED
SITE

DELS LN.

PARK
VIEW

N. SODERQUIST RD.

N. FRONT ST.

GOLDEN
STATE



**CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION**
156 S. BROADWAY, STE 150
(209) 668-5520

**TURLOCK TRANSIT
SERVICES**

**APPRAISEL
LOCATION**

DRAWN BY: MAY
REV. BY: RKF
CH. BY: RKF
DATE: 03/2004
SCALE: NONE
SHEET: 1 OF 1



PURCHASE AND SALE AGREEMENT
between
TIARE DEVELOPMENT, LLC
and
THE CITY OF TURLOCK

PREAMBLE

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into this 22nd day of January 2013 (hereinafter "Effective Date") between **TIARE DEVELOPMENT, A LIMITED LIABILITY CORPORATION** (hereinafter "Seller") and **THE CITY OF TURLOCK**, a municipal corporation (hereinafter "Buyer").

RECITALS

WHEREAS, Seller is owner in fee of two parcels of real property located at 0 Golden State Boulevard also known as (APN # 042-010-021-000 and APN # 041-010-022-000) in Turlock, California, more fully described on Exhibit A and Exhibit B attached hereto; and

WHEREAS, Buyer desires to purchase Property; and

WHEREAS, Seller is willing to sell Property to Buyer under the terms and conditions of this Agreement.

TERMS, CONDITIONS, AND COVENANTS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINED TERMS

For the purpose of this Agreement, the terms set forth below shall have the following meanings:

1.01 Close of Escrow shall occur within thirty (30) days from the Effective Date. When all escrow submissions are made, escrow may close at any time within the thirty (30) day period. The parties, by extension in escrow, may extend the escrow beyond the thirty (30) day period. It is the desire of the parties to close escrow as soon as possible.

1.02 Deed shall mean a grant deed, or similar instruments, conveying title to the real property described herein from Seller to Buyer. Seller warrants that, as of the close of this escrow, Seller has full, legal and equitable title to convey the real property described herein.

OK for Agenda
AM

1.03 Escrow shall mean that escrow opened with Escrow Holder pursuant to this Agreement.

1.04 Escrow Holder shall mean a title insurance company selected by Buyer to carry out the duties ascribed to Escrow Holder herein.

1.05 Escrow Instructions shall mean (a) the provisions of this Agreement requiring any action by, or compliance on the part of, Escrow Holder, (b) escrow instructions known as "general provisions" which are pro forma escrow instructions for Escrow Holder (to the extent such escrow instructions do not conflict with escrow instructions specifically set forth in this Agreement) and (c) any other supplemental instructions as may from time to time hereafter be signed and delivered by the parties to Escrow Holder. In the event of any conflict between this Agreement and the "general provisions" of Escrow Holder's pro forma escrow instructions, the escrow instructions contained in this Agreement will govern.

1.06 Real Property or Property shall mean and refer to the property bearing the legal description as set forth in Exhibit A attached hereto and made a part hereof.

ARTICLE II **AGREEMENT OF SALE**

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property.

2.02 Total Purchase Price. The total purchase price for the Property shall be for the amount of \$ **1,537,929.00** (One million, Five Hundred Thirty-seven Thousand Nine Hundred Twenty nine and no/100ths Dollars) payable at the time of title transfer.

2.03 Contingencies. The sale is contingent upon:

- (a) City Council approval and ratification of this Agreement;

ARTICLE III **SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller covenants, represents, and warrants the following:

3.01 Full Authority to Convey All Interest in the Property. Seller has the full right, power and authority to 1) execute this Agreement, and related title documents, 2) perform all of

the obligations hereunder and, 3) dispose of or otherwise convey Property as described herein. Seller represents that it has secured, or will secure before close of escrow, all appropriate consents necessary, if any, to consummate this Agreement.

3.02 Compliance with Applicable Law and No Pending Litigation Against Property. After diligent inquiry, to the best of Seller's knowledge, there is no violation of federal, state, local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with Property which would prohibit or affect the sale thereof.

3.03 No Liens Securing Payment or Other Obligations on Property. Seller warrants that Property is not encumbered, or will not be encumbered by the time of close of escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on Property as collateral. Seller agrees to pay any general and special taxes which are delinquent on Property and to pay any special assessments due on Property as of the date of close of escrow.

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

4.01 Buyer represents and warrants that it has or shall have full authority to carry out the provisions of this Agreement.

ARTICLE V
ESCROW CLOSING COSTS

5.01 All costs of escrow shall be paid by Buyer.

ARTICLE VI
TITLE INSURANCE

6.01 At the close of escrow, Escrow Holder shall cause the title company to issue to Buyer a policy of title insurance for Property. Before close of escrow, Escrow Holder shall provide buyer with a preliminary title report.

ARTICLE VII
ESCROW PROVISIONS

7.01 Escrow. The transfer of documents and funds contemplated herein for the purchase and sale of Property shall be affected through an escrow opened by Buyer at Stewart Title of California, Inc., 2030 W. Monte Vista Avenue, Turlock CA 95382.

7.02 Conditions to Close of Escrow. The following shall constitute conditions precedent to the close of escrow (i.e., the transfer of Property) which may be waived only by written waiver executed by Seller or Buyer as applicable:

- (a) Buyer shall have deposited with an Escrow Holder the total amount specified in section 2.02;

- (b) City Council's approval and ratification of this Agreement;
- (c) Buyer shall not be in breach or default of any provision herein;
- (d) Buyer's warranties and representations as set forth herein are true as of the close of escrow;
- (e) Seller shall have deposited with Escrow Holder all of the items required under this Agreement;
- (f) Seller shall not be in breach or default of any provision herein;
- (g) A finding by the Turlock Planning Commission that acquisition of the property is in conformity with the City of Turlock's General Plan;
- (h) Seller's warranties and representations as set forth herein are true as of the close of escrow;
- (i) The title company shall be committed to issue and shall issue as of the close of escrow the title policy as set forth in this Agreement; and
- (j) Buyer shall, to the fullest extent possible, cooperate with Seller on any tax exchange or involuntary exchange pursuant to IRC section 1033 that may result from this transaction.

7.03 Seller's Delivery to Escrow Holder. On or before the close of escrow, Seller shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) A grant deed or deeds to the property;
- (b) A properly executed Tenant Estoppel Certificate in a form approved by Buyer;
- (c) Such other documents necessary to carry out the provisions of this Agreement.

7.04 Buyer's Delivery to Escrow Holder. On or before the close of escrow, Buyer shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) The amount set forth in section 2.02;
- (b) Such other documents which are necessary to carry out the provisions of this Agreement.

7.05 Close of Escrow. The close of escrow shall be as set forth in Section 1.01 when all conditions are met as described herein and when all payments are on deposit with Escrow Holder.

7.06 Escrow Holder's Duties upon Close of Escrow. At the close of escrow, Escrow Holder shall:

- (a) Record the grant deed;
- (b) Prepare any preliminary or change of ownership statements as required by law with respect to close of escrow;
- (c) Deliver the policy of title insurance as required and requested by Buyer as described in this Agreement at close of escrow;
- (d) Deliver to Seller the amount set forth in Section 2.02; and
- (e) Perform such other duties as, in the opinion of Escrow Holder, are necessary to carry out the terms and provisions of this Agreement.

7.07 Distribution of Escrow Documents. Escrow Holder shall deliver and distribute the following documents:

- (a) To Seller, a proposed and final Seller's closing statement;
- (b) To Buyer, a proposed and final Buyer's closing statement and pro forma policy of title insurance;
- (c) To Seller, recorded copies of the deed;
- (d) To Buyer, after recordation, the originals of the grant deed or deeds, the policy of title insurance, and the original executed Tenant Estoppel Certificate referred to in section 7.03(b) above; and
- (e) To Buyer and Seller, copies of such other documents, if any, not referenced herein and which are recorded at close of escrow.

7.08 Supplemental Escrow Instructions. The parties agree to execute supplemental escrow instructions to carry out the provisions of this Agreement provided they are not inconsistent with the provisions herein, or with the Agreement, or the Agreement as may hereafter be amended by and between the parties.

ARTICLE VIII **AS-IS PURCHASE**

8.01 Purchase of Property "As-Is." Buyer agrees that, as of close of escrow, it will be acquiring Property in "as-is" condition with all faults and conditions then existing on the Property.

ARTICLE IX
ENVIRONMENTAL SURVEY

9.01 During the terms of this Agreement, Buyer, its agents, contractors, and subcontractors shall have the right to enter upon Property, at reasonable times during ordinary business hours, to make any and all inspections, investigations, tests and studies, including, without limitation with regard to hazardous waste, soils, seismic and geological reports, and feasibility studies (collectively "Studies") as may be necessary or desirable in Buyer's sole judgment and discretion. The costs of any Studies conducted by Buyer shall be borne by Buyer. Buyer shall indemnify and hold Seller harmless from any and all damages arising out of or resulting from the acts of negligence of Buyer, its agents, contractors, and/or subcontractors in connection with such entry and/or activities upon Property.

ARTICLE X
WAIVER OF PROVISIONS

10.01 Waiver by Seller, or Buyer, of any breach of any term, covenant or condition by Buyer or Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by Buyer or Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

ARTICLE XI
NOTICES

11.01 Any notice, demand, approval, consent, or other communication between the parties shall be mailed to the following addresses:

TO SELLER: TIARE DEVELOPMENT LLC
1321 STATE STREET
SANTA BARBARA CA 93101

TO BUYER: City Manager
City of Turlock
156 South Broadway, Suite 230
Turlock, California 95380-5454
Phone: (209) 668-5540
Fax: (209) 668-5668

ARTICLE XII
BINDING EFFECT

12.01 This Agreement is binding upon the heirs, executors, successors, and assigns of the parties.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.01 Further Documents. The parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out the intent of the parties to this Agreement.

13.02 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the parties not a part of this Purchase Agreement, and any and all related documents to consummate this Agreement, sets forth the entire Agreement between Sellers and Buyer and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter hereof.

13.03 Invalidity of Any Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

13.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both parties hereto.

13.05 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

13.06 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of California.

13.07 Headings. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not to be construed as enlarging or limiting the language following said headings.

13.08 Construction. Whenever the context of this Agreement requires, the singular shall include the plural and the masculine, feminine and neuter shall include the others. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared this Agreement. This Agreement consists of not only this Agreement but any and all related documents necessary to consummate the purchase of the Property.

13.09 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein which are intended to bind the parties after the vesting of title in Buyer shall survive the close of escrow and delivery of the deed(s).

13.10 Execution in Counterpart. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Except for the conveyance documents to be recorded, all other documents may be executed by facsimile signature.

IN WITNESS WHEREOF, the parties hereto, by their signatures hereinbelow, enter into this Agreement effective on the date hereinabove inscribed.

CITY OF TURLOCK, a municipal corporation

TIARE DEVELOPMENT LLC

By: _____
Roy W. Wasden, City Manager

By: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

By: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

By: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 01160-16898
Escrow No.: 01160-16898

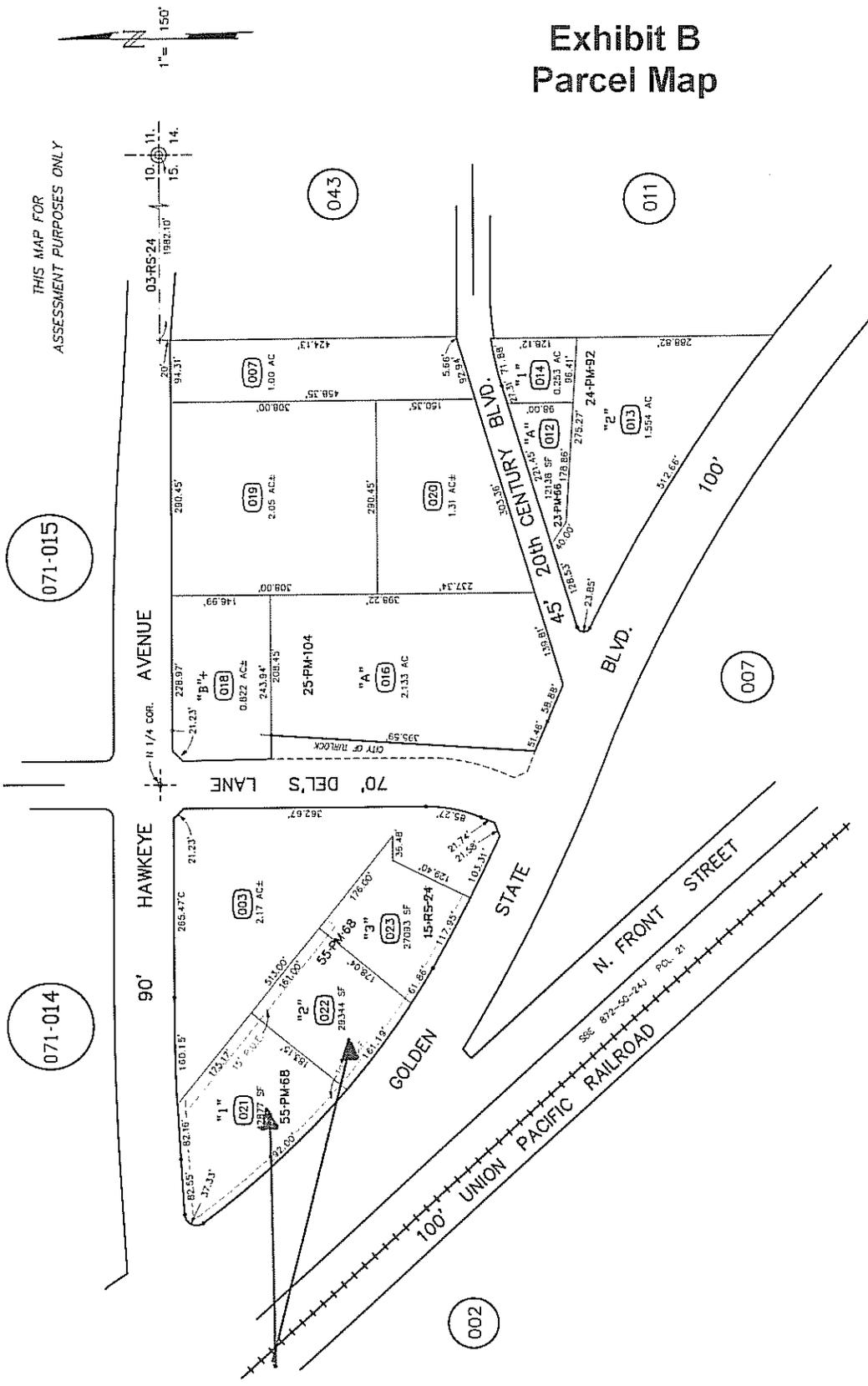
The land referred to herein is situated in the State of California, County of Stanislaus, City of Turlock and described as follows:

Parcel No. 1 and Parcel No. 2 of Parcel Map recorded December 17, 2007 in Book 55 Page 68 of Parcel Maps, as said map was corrected by Certificate of Correction recorded March 12, 2010 as Instrument No. 2010-0023879-00 of Official Records in the City of Turlock, County of Stanislaus, State of California.

APN: 042-010-021 & 022

(End of Legal Description)

POR. N 1/2 SECTION 15 T.5S. R.10E. M.D.B.& M. 007 127 042 - 010

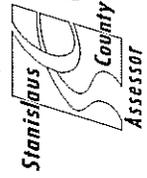


THIS MAP FOR ASSESSMENT PURPOSES ONLY

071-015

071-014

Exhibit B Parcel Map



FROM: J-19 & 20
 DRAWN: 8-12-65
 REVISED: 9-21-90, 6-19-02 DH, 4-14-05 MB, 2-26-08(V) MF

66,03,06,08

042 - 010

Copyright 2001 Stanislaus County-All rights reserved



Council Synopsis

February 12, 2013

5G

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

Prepared by: Maryn Pitt, Housing Program Services Manager/
Interim Airport Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Turlock Municipal Airport Development Standards and Turlock Municipal Airport Minimum Standards

2. DISCUSSION OF ISSUE:

Currently the majority of federal funding for airports comes from the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP). The AIP is designed to provide funds for planning and development at public-use airports. Federal funding for airport development began in 1946 as the Federal-Aid Airport Program, which was authorized by the Federal Airport Act of 1946. In 1970, the Airport and Airway Development Act provided grants for airport development through the Airport Development Aid Program (ADAP) and also created the Airport and Airways Trust Fund. This trust fund was funded from the proceeds of multiple aviation user taxes and in turn funded the ADAP. The current federal airport funding program, AIP, came into existence with the passage of the Airport and Airway Improvement Act of 1982 and continued to provide funds, from the Airport and Airways Trust Fund, for the development of public-use airports. AIP grants can be received by government agencies operating airports and in some instances private owners or entities.

The purpose of instituting minimum standards is to ensure that a minimum level of safe and efficient service is available to the public; therefore, any effort to create or update those standards should be based on definable goals or development plans. Many sponsors tie their minimum standards to the airport's master plan. By using minimum standards as a development tool to help ensure that the airport is addressing the needs of the aviation community, the sponsor can reduce the likelihood of a standard being unjustly discriminatory.

3. BASIS FOR RECOMMENDATION:

Airport minimum standards set forth the minimum requirements an individual or entity wishing to provide aeronautical services to the public on a public-use airport must meet in order to provide those services, such as minimum leasehold

size, required equipment, hours of operation, and fees. Minimum standards should be imposed to ensure that an adequate level of safe and efficient service is available to the public. Once established the minimum standards provide a host of benefits to the airport sponsor:

1. Safe operating environment
2. Higher quality services to the public
3. Airport sponsors can avoid conflicts and political entanglements
4. Orderly and efficient development of the airport and its services
5. Helps maintain compliance with Federal Grant Assurances
6. Protects the Airport Sponsor by ensuring service providers maintain a minimum level of insurance coverage.

In addition, minimum standards provide benefits to existing and potential service providers

1. Current service providers investment is protected from devaluation from new competing providers operating at a substantially lower initial investment
2. Potential aeronautical service providers can accurately predict initial investment allowing a more thorough business plan to be developed

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no budget impact. However, the FAA, in fact, specifically ties an airport's ability to garner Airport Improvement Program (AIP) funds to an airport sponsor's responsibility to maintain a level playing field, whereby interested parties can engage in commercial aeronautical activities by meeting reasonable requirements commonly referred to as *minimum standards*.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

A. Not approving the minimum standards. Staff does not recommend this alternative as it will make the Turlock Municipal Airport out of compliance with the FAA and future funding could be withheld.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
TURLOCK MUNICIPAL AIRPORT }
DEVELOPMENT STANDARDS AND }
TURLOCK MUNICIPAL AIRPORT }
MINIMUM STANDARDS }
_____ }

RESOLUTION NO. 2013-

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

WHEREAS, the majority of federal funding for airports comes from the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP). The AIP is designed to provide funds for planning and development at public-use airports.

WHEREAS, The purpose of instituting minimum standards is to ensure that a minimum level of safe and efficient service is available to the public; therefore, any effort to create or update those standards should be based on definable goals or development plans. Many sponsors tie their minimum standards to the airport's master plan. By using minimum standards as a development tool to help ensure that the airport is addressing the needs of the aviation community, the sponsor can reduce the likelihood of a standard being unjustly discriminatory.

WHEREAS, Airport minimum standards set forth the minimum requirements an individual or entity wishing to provide aeronautical services to the public on a public-use airport must meet in order to provide those services, such as minimum leasehold size, required equipment, hours of operation, and fees.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Turlock Municipal Airport Development Standards (Exhibit A) and the Turlock Municipal Airport Minimum Standards (Exhibit B).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AIRPORT DEVELOPMENT STANDARDS



FOR
TURLOCK MUNICIPAL AIRPORT,
TURLOCK, CALIFORNIA

DRAFT

November 2012

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Turlock Municipal Airport

Airport Development Standards

Section 1. Purpose

Development Standards and the development review process have been prepared to assure that quality and appropriate site planning, architecture, engineering, and landscaping are maintained at Turlock Municipal Airport (Airport) in Turlock, California. The intent of the Turlock Regional Airport Association (TRAA) and the City of Turlock (City) is to implement Airport Development Standards that are reasonable and that encourage creativity and quality in design which will complement existing and enhance all future development at the Airport. TRAA and the City considers these standards to be minimal, assuming firms locating at its facilities will wish to do the finest possible job in their own self-interest.

These Development Standards apply to all development at the Airport. "Airside" indicates that the development site has direct access to the runway, taxiway, or apron system of the Airport.

It is noted that in addition to these Development Standards, there are also City "Minimum Standards" which establish minimum levels of service that shall be offered in order to protect the public welfare and prohibit irresponsible, unsafe or inadequate services. The Minimum Standards apply to both leased existing facilities and newly developed facilities, whereas the Development Standards apply only to newly developed facilities and facilities which involve major modification or exterior appearance elements such as materials, colors, or signage.

The development of all sites at the Airport shall conform to the code standards of the City of Turlock and regulations of other appropriate government bodies, including Merced County (County), the State of California and the federal government agencies, including the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA).

Section 2: Plan Review

2.1 Policy.

No person, firm or corporation shall engage in any excavation, construction, or related improvements as defined herein unless said activities conform to the standards, rules, and regulations as set forth by these standards. The TRAA Development Committee and City Public Works Director will review all preliminary plans to ensure that development at the Airport meet the requirements of the Development Standards. The proposed plans will be evaluated with respect to the intent of the standards, the available facts regarding the particular project, and the best interests of all concerned parties. The review

process considers the unique aspects of each of the tenant's requirements and includes site planning, architecture, parking, landscape, signage, vehicular circulation and exterior lighting. Subjective design elements such as architectural style, site layout, and landscaping will be completed to ensure compliance with the intent of the TRAA and City to ensure quality development. Plans will be reviewed with respect to the compatibility with the surrounding development, functional site design, attractive architectural design, the use of attractive exterior building materials and landscaping which enhances the site. An architectural rendering of the ultimate development may be required.

2.2

TRAA or City Contact.

All plans and correspondence concerning submission of plans for original construction, additions, or remodeling shall be made to the TRAA and the City Public Works Director or his designee.

2.3

Design Review Process.

Design Review and Preliminary Approval Process

Pre-Submittal Meeting	The applicant will meet with the TRAA Development Committee designee to discuss the proposed project. If the project appears to be feasible, the TRAA Development Committee designee will instruct the applicant to submit a Preliminary Development Plan once a lease agreement has been signed between the applicant and the TRAA or the City.
Preliminary Development Plan Submittal	Following the Pre-Submittal Meeting, the applicant will submit a Preliminary Development Plan to the TRAA Development Committee designee and Public Works Director in accordance with the Preliminary Development Plan Submittal Requirements outlined below.
Preliminary Development Plan Review	The TRAA Development Committee designee and Public Works Director will review the Preliminary Development Plan and meet with the applicant to discuss the project's conformance with the Airport Development Standards.
Turlock City Design Review Submittal	If the TRAA Development Committee designee and/or Public Works Director approves the Preliminary Development Plan, the applicant will be instructed to contact the City Development Services, Building Division for assistance with obtaining project approval through the City's development process.

Modifications

Any significant modifications to the Preliminary Development Plan approved by the TRAA and City will require the Plan to be resubmitted to the TRAA Development Committee designee and Public Works Director for an additional review and approval.

Waivers

The TRAA Development Committee designee or Public Works Director may agree to design criteria not included in the Airport Development Standards, but does not have the authority to waive any City of Turlock code or ordinance requirements.

2.4 Preliminary Development Plan Submittal Requirements.

2.4.1 Site Plan.

The Preliminary Development Plan should include a preliminary site plan drawn to a scale that allows the applicant to show major current and proposed site improvements such as structures, walks, patios, driveways, parking, fences, walls, utilities and utility easements, exterior illumination and landscaping. Lot dimensions and drainage provisions should be shown, as well as any appreciable change in the lot contours.

2.4.2 Signs.

The applicant should include the location of proposed signs, including size, shape, color, materials, and elevation, if possible.

2.4.3 Operations.

The applicant shall submit a written description of the project, including the proposed use, hours of operation, and the estimated number of total employees.

2.4.4 Hazardous Materials.

The applicant shall submit a hazardous materials handling program indicating full disclosure of use of any hazardous materials onsite; standard storage, use and disposal procedures; emergency procedures and schedule of regular inspections and approvals necessary to comply with City, State and Federal regulations.

2.4.5 City Site Plan Approval, and Construction Permit(s).

Applicant shall be responsible for submitting final plans approved by City and the Fire Marshall to the Public Works Director and attaining necessary site plan and

building permit(s) prior to commencing any construction. Applicant shall provide a copy of the building permit(s) for posting at the Airport.

2.4.6 Record Documents Generated by Construction.

As-built drawings of all development on the site and all underground utilities within any required utility easement area shall be furnished to the City no later than thirty (30) days after Certificates of Occupancy are granted to the tenant.

2.5 FAA Approval Required.

All new construction or on site additions on the Airport must be approved by the FAA. FAA approval shall be requested by the TRAA or City. Applicant will complete and submit FAA form 7460-1 to TRAA for submittal to the FAA.

2.6 Lease Execution.

Prior to the commencement of construction and subject to the City's approval, the Owner/Applicant shall have a signed lease agreement with TRAA and the City.

2.7 Future Remodeling and Additions.

Plans shall be submitted to the TRAA for TRAA and City review and approval before any construction, remodeling, alterations or additions are undertaken. The applicant will be responsible for initiating and coordinating the plans review and obtaining any required building permits.

2.8 Review Fees.

A review fee of \$250 dollars will be assessed to the applicant, payable to TRAA, at the time of submittal of the Preliminary Development Plan.

2.9 Inspection of Facilities.

TRAA or the City may conduct inspections of the site during the construction period to determine conformance to the approved final plans. Design modifications made after the Building Permit is issued shall be submitted to the TRAA and City for approval prior to completing the construction of said modifications.

2.10 Variances.

TRAA and the City recognizes that situations arise which may warrant modification to these Development Standards. A written request for an exception shall be submitted to the TRAA Development Committee designee and the

Public Works Director or his designee, stating the variance requested and the City's applicable section of the standards. TRAA and the City will evaluate each request and will notify the applicant, in writing, of the decision within five working days. Exceptions to City code standards shall be submitted to City Building Department, for consideration.

Section 3. Development Standards

3.1 Land Use and Zoning.

The Development Standards are designed to meet or exceed the applicable zoning code. Since codes change, it cannot be guaranteed that all Airport requirements meet these standards. Development shall conform to the Airport Master Plan or Approved Airport Layout Plan (Approved ALP) as it exists, or is amended by the City, and any conflicts with City or County code shall be submitted to the TRAA and the City for approval.

3.2 Site Location.

Placement of structures or improvements on the site shall be designed in such a way as to maximize the potential use of the site. Consideration should be given to building placement, landscape design, aircraft access, vehicular access and parking, vehicular and pedestrian circulation, and adjacent development.

3.3 Buildings.

3.3.1 Design.

All buildings shall be designed by a registered architect or engineer licensed to practice in the State of California.

3.3.2 Setback. FAA design standards and/or lot line requirements.

3.3.3 Heights. FAA design standards and/or lot line requirements.

The maximum height of any structure shall be determined by the FAR Part 77 surfaces and local zoning ordinances.

3.3.4 Building Materials and Engineering.

- i. **General.** Materials shall be appropriate for the use and type of structure for which they are used. Buildings shall be designed to minimize or prevent predictable damage and deterioration. Materials that may be used include exposed, decorative, concrete; glass; brick; pre-finished; pre-formed metal; and natural stone. The type, style, and color of all exterior

- materials shall be submitted to TRAA and the City for approval. Materials samples are required.
- ii. Foundations. All buildings shall be founded on concrete footings with concrete floors. These footings shall be so designed and constructed to adequately support the proposed building(s). Said footing, except at doorways, shall extend a minimum of 2 inches above the finished floor elevation.
 - iii. Pavement. All asphalt pavement lying externally of the proposed building envelope shall be constructed to a depth, width, and grade as approved by TRAA and the Airport Engineer, and adequate in design for intended use. To ensure adequate drainage and future building compatibility, this construction shall occur only after plans for construction have been approved.
 - iv. Fire Protection. All buildings shall meet or exceed the uniform fire code requirements of the City of Turlock and/or Merced County.
 - v. Exterior Colors. The use of two or more colors is strongly encouraged to enhance building features and create design accents. Trim colors shall complement the primary building color. All exterior surface colors shall be compatible with colors of the surrounding area as determined and approved by TRAA and the City. The exterior surface shall include roofing that is visible from the ground surface at the Airport or immediately adjacent properties, and portions of all doors that are exposed to exterior views when opened.
 - vi. Temporary Buildings. Trailers, mobile offices, and other temporary structures may be permitted for a limited period of time not to exceed six (6) months. Each utilization will be approved on a case-by-case basis.
 - vii. Metal-Clad Buildings. All proposed metal-clad buildings or metal building features will receive special scrutiny by TRAA and the City to ensure that both structural and aesthetic standards are met. The intent of the review is to promote projects which are compatible with quality development and which will maintain an attractive appearance through and beyond the land lease period.

Final plans for all metal-clad buildings shall be reviewed and approved during permit review, prior to manufacture. The building design, material, factor and site finish specifications, and a sample of the exterior prefinished metal surface shall be submitted to TRAA and the City at the time of design review.

- (1) Approved finishes for exterior metal paneling, siding and trim shall be anodized aluminum of factory applied and warranted coating. Unpainted galvanized finishes shall not be permitted on exterior walls or other surfaces visible from the ground at the Airport or immediately adjacent properties.

- (2) Factory-applied finishes shall be resistant to chalking, fading, and film failure. **No exterior finish which causes reflective glare will be permitted.**
- (3) Panels with an articulated pattern shall require TRAA approval.
- (4) All sheet metal paneling shall be of sufficient gauge and quality to provide a rigid and flat non "oil canning" exterior surface.
- (5) All structural supports and hardware used to attach siding shall be concealed or of matching color so as to be concealed.
- (6) A parapet, fascia, or comparable architectural detail may be incorporated in the design to unify pitched roofs, and varying roof lines.

3.3.5 Roof Treatment.

Since roofs will be highly visible from aircraft using the airport, roofs shall be attractively designed and constructed. Signs, letters, designs or other graphics shall not be painted or placed on roofs without the written approval of TRAA and the City. Materials used for roofs shall have a non-glare surface.

3.3.6 Building Size Requirements

All new buildings will be a minimum of 3,000 square feet in size. All new buildings proposed will be reviewed by the City as to their adequacy to meet the business or other needs of the operator or tenant.

3.4 Driveways.

3.4.1 Location and Number.

Driveway access to and from a site shall be a minimum of five (5) feet from adjacent property lines. For corner lots, a minimum distance of ten (10) feet shall be provided between the end of the corner radius point and the closest edge of a driveway.

All driveways on the same site shall be at least forty (40) feet apart. There shall be no more than two driveways to a site from any one street. (Joint access may be acceptable under the provisions of the development review process). Landscaping and signage shall not obstruct lines of sight of traffic entering and exiting driveways.

3.4.2 Widths.

Driveways shall have an unobstructed minimum width of twenty (20) feet for one-way traffic and twenty-four (24) feet for two-way traffic. Driveways shall meet appropriate construction standards. The direction of traffic shall be clearly marked on a paved street.

3.4.3 Emergency Vehicles.

Proper access and circulation for emergency vehicles shall be provided based on appropriate City requirements. Apron ramp or taxiway access shall meet FAA design requirements and technical specifications.

3.5 Auto Parking.

3.5.1 On Street Parking.

No parking shall be permitted on streets.

3.5.2 Parking Space Requirements.

- i. Parking Requirements. Airport parking requirements established by applicable building code shall be met.
- ii. Employees. A minimum of one space per each employee on the highest employee-count shift shall be provided. A disabled, van accessible parking space shall be provided for each 25 spaces or portion thereof.
- iii. Customers & Visitors. Additional parking for customers and visitors shall be provided based on expected need. A disabled, van accessible parking space shall be provided for each 25 spaces or portion thereof.
- iv. Hangars. There are no parking space requirements for storage hangars as owners can park inside the hangar when the aircraft is out.
- v. Loading. No parking spaces shall be located within a maneuvering area required to serve loading bays.
- vi. Auxiliary Vehicles. Parking for auxiliary vehicles, including but not limited to recreational vehicles, boats and trailers, will be restricted to designated areas on site and prohibited on airport roadways, and other undesignated areas. Storage of personal vehicles on airport premises is prohibited.

3.5.3 Parking Setbacks.

3.5.4 Parking Lot Layout.

The design and layout of all parking lots shall conform to the requirements of appropriate design standards. In addition to the local ordinances, TRAA and the City shall require that certain commercial use parking areas shall be divided by

landscape islands into parking bays. (See Section 3.9.4 "Landscaping for Parking Areas.")

- I. Parking areas shall be divided by landscape islands into parking bays.

3.5.5 Screening.

Any screening from adjacent properties will be provided by either landscape materials, a landscaped berm, or a wall or fence. The adequacy of screening will be determined by the City. (See Section 3.9.4 "Landscaping Parking Area" and Section 3.10 "Screening").

3.6 Loading Areas

3.6.1 Location.

Loading areas shall be completely contained on-site. Off-site vehicle loading shall not be permitted.

Truck loading area dimensions pertaining to berth width and length shall be designed considering the tractor/trailer length and the angle of the loading area in relation to buildings, parking areas, drives, and streets. All loading areas shall be designed to accommodate adequate truck maneuvering within the tenant's property according to accepted industry standards.

3.6.2 Screening.

Loading areas may be screened from adjacent properties, the street and parking areas for commercial purposes. Adequate screening will be provided by either landscape materials, a landscaped berm, or a wall or fence. The adequacy of screening will be determined by the City.

3.7 Storage and Processing.

3.7.1 Outdoor Storage.

Outdoor storage shall be permitted as long as requirements of Sections 3.5 "Parking," 3.6 "Loading Areas," and this Section requirements are adhered to.

Outside storage areas visible from the street shall be screened. Outside storage areas on lots adjacent to the Air Operations Area (AOA) shall be restricted to side yards. Disabled aircraft, aircraft components (bone yard/scavenge); recreation vehicles, motor vehicles, boats, trailers or other personal vehicles not directly related to an authorized aeronautical business or service on the airport shall not be stored anywhere on the airport premises.

3.7.2 Fuel Facilities/Hazardous/Flammable Materials.

The storage and handling of flammable liquids including petroleum products in non-airside areas shall comply with City standards and the requirements of the State Fire Marshal. The California Department of Environmental Quality (CDEQ) and FAA shall regulate airside storage and handling of fuel facilities, hazardous and flammable materials.

3.7.3 Above Ground Storage Tanks.

To minimize the possibility of underground storage tank failure, and to preserve existing ground water and soil resources, an applicant desiring fuel facilities on their development shall receive the written approval of the City.

3.8 Utilities and Easements.

3.8.1 Utility Locations.

Above-ground utility equipment and boxes must be screened from view.

3.8.2 Easements.

Permits for easements shall be obtained for all utilities crossing airport property, including sanitary, sewer, water, gas, electricity, and telephone.

Removal and replacement of airport facilities in connection with the construction of utilities shall be in conformance with applicable utility company specifications.

3.9 Landscaping.

3.9.1 General.

Landscaping will be evaluated by the City for its overall design quality, compatibility with surrounding development, and the extent to which it satisfies screening and landscaping requirements. In addition, the design will be reviewed to insure that landscaping will remain within the height restrictions and foreign object damage (FOD) concerns of the Airport. All landscaping shall meet appropriate City requirements.

3.9.2 Design/Materials.

Landscaping which provides for a variety of heights, color and variation in native fauna is encouraged.

The principle landscape materials shall consist of at least 40 percent plantings such as trees, ground covers, turf and shrubs. Additional landscape materials

may include accent materials. The use of low maintenance ground cover is encouraged wherever practical. Bark dust or bark chips are not permitted landscape materials.

Turf may also be used for landscape planting material on the airside of the site. No loose gravel, cinders, or other loose materials will be permitted in landscaped or unimproved areas in airside portions of the site.

3.9.3 Landscaped Yards.

3.9.4 Landscaping for Parking Areas.

Additional landscaping required within and surrounding parking areas is encouraged.

- i. Perimeter. The perimeter of parking areas may be landscaped with plant material.
- ii. Landscaped Islands. TRAA and the City strongly encourages the use of native trees for this area in landscaped islands. Landscaped islands shall be used to divide large commercial parking areas and to provide shade. Parking areas with 20 or more spaces shall be designed as follows. Landscaping shall avoid interference with vehicles and maintain a clear field of vision.

Parking Lot Planting

3.9.5 Undeveloped Areas.

All temporarily undeveloped portions of a site, which are disturbed in the development process and are not landscaped, shall be stabilized to control blowing dirt, dust, and debris.

3.9.6 Timing of Landscaping Installation.

All required landscaping shall be properly irrigated, trimmed and maintained to assure a continuous aesthetic appearance.

3.10 Screening.

3.10.1 General.

The purpose of screening is to obscure undesirable views from adjacent property, streets and driveways. Utility boxes, refuse collection areas, electronic/communication equipment, loading areas, and parking may be screened.

All landscape material used for screening shall be of sufficient initial size to provide the required degree of screening within three years of installation. The adequacy of all screening will be determined by the City during the initial three-year period.

3.10.2 Berms.

If berms are utilized to screen parking areas, they should vary in height to provide interest and shall be landscaped with suitable plants and ground cover for a desert environment.

Berms and vegetation (combined) used for screening shall be a minimum of 3 feet high.

3.10.3 Fences/Walls.

Walls and fences shall be designed to compliment the building architecture. Perimeter fencing/walls around the entire site may be permitted on a design merit basis. Fencing other than chain link fencing for security purposes shall be permitted on a case-by-case basis. The security and integrity of the airport perimeter fence shall be maintained at all times.

Tenant approved facilities and/or structures that are constructed so as to be part of the airport perimeter fence shall control access to the airside at all times to ensure no entry by unauthorized persons. Landside and airside structures and facilities not part of the perimeter fence shall not be constructed any closer than four (4) feet from any airport perimeter fence.

No fence or wall shall exceed eight (8) feet in height.

3.10.4 Screening Material Guidelines.

The following list is designed as a guide in the selection of materials for screening. The effectiveness of screening will be evaluated by the City.

<u>Type</u>	<u>Height (Ft.)</u>	<u>Purpose</u>
Berms	3	Screen Parking
Fence/Wall	>6 - 8	Screen refuse collections and loading areas.
Chain Link Fence	>6 - 8	Security Issues.
Shrubs (at maturity)	4 - 6	Screen Parking, refuse collection, utility boxes,

loading areas, and fences/
walls.

Native trees 15 – 30 Screen all uses.

All plants that have berries that attract birds or other animals shall be prohibited.

3.11 Site Drainage.

Each development shall provide adequate storm drainage on site, subject to the City's approval. Drainage onto adjacent property is not permitted.

3.12 Signs.

3.12.1 General.

Signs are an important element contributing to the identity of the Airport and are intended to add to the aesthetic appeal of the area. The standards allow for sufficient and clearly visible business identification signs and are intended to ensure signs which are consistent, attractive, compatible, and in scale with the surrounding areas.

3.12.2 General Design.

- i. The City's approval is required for all new and/or changed exterior signs and shall include a description of any lighting or electrical work included. Sign design, dimensions, materials, colors, copy, location, construction details and type of illumination, if any, shall be submitted to the City for approval prior to submittal for permits.
- ii. Flashing and rotating signs, billboards, roof signs, signs placed on fences, signs painted on exterior surfaces of vehicles used as signs are not permitted.

3.12.3 Business Identification Free-standing Signs

- i. All free-standing business identification signs shall be located at least 5' from any street line. Signs located within 10' from a street line shall not exceed 3' in height, in order to preserve sight distances.
- ii. Freestanding signs shall not be placed on top of berms, but may be set into a berm.

Business Identification Sign

3.12.4

Signage Allocation.

- i. Single Tenant. One business identification sign of a free-standing type will be permitted for each street frontage on a single tenant site. The sign shall not exceed 32 square feet in sign area and 6 feet in height from finished grade level. The sign area is defined as the area of the surface which displays letters or symbols.
- ii. Multiple Tenant. One free-standing, solid base, monument type will be permitted for each street frontage on a multiple tenant site for the purpose of identifying the building and its tenants. The sign shall not exceed 32 square feet in sign area and 6 feet in height from finished grade level. The sign area is defined as the area of the surface which displays letters or symbols. The base or pedestal of the sign shall not be included in the sign area.
- iii. Freestanding signs may use internal illumination or back lighting. Low-intensity spotlights may be permitted if they do not create glare, are used for accent, and the light fixtures are screened from view.
- iv. No other freestanding advertising signs or billboards shall be permitted.

3.12.5

Business Identification Wall Signs

- i. One business identification wall sign may be placed on an exterior building wall for each tenant. The sign shall not extend above the wall eaves or parapet. Total sign area of all wall signs combined shall not exceed 5 percent of the gross wall area, up to or a maximum of 100 square feet. Multiple tenant signs shall be located within a "sign bank" of similar height and width above finish grade.

Wall Signs

- ii. Wall signs may use internal illumination or back lighting. Direct illumination, spotlights, illuminated awnings or similar lighting shall not be permitted.
- iii. No other wall signs used for advertising shall be permitted.

3.12.6

Door Identification.

Airside and non-airside overhead service and shipping doors may be identified by large painted numbers equal to at least one-eighth the height of the door. Numbers should be painted in shades that contrast with the general building color.

3.12.7 Directional Signs.

Directional signs such as "enter", "shipping", etc., are allowed adjacent to each driveway. They shall not exceed 2 feet in height or 6 square feet in area.

3.12.8 Window/Door Signs.

Professionally constructed small incidental signs for business hours, telephone numbers, address, etc., may be placed on windows and doors. The signs shall be grouped and the total sign area for all incidental signs shall not exceed a total of 2 square feet per tenant.

3.12.9 Aviation Fuel Signs.

Each aviation fueling facility may have a single aviation fuel sign. Aviation fuel signs shall be oriented to be primarily visible from the ramp, taxiway, and runway areas of the airport. The sign shall be a maximum area of 16 square feet and may be free-standing. If internally lit, double-sided and mounted on a single pole, they shall have a maximum area of 16 square feet on each side and a maximum height of 18 feet above ground. If mounted on a building wall and single-sided, they shall have a maximum area of 30 square feet and shall not project above the roof line.

3.12.10 Temporary Signs.

All temporary signs shall be submitted to TRAA and the City for approval before installation. Temporary signs will be permitted subject to the following conditions: The sign height shall not exceed 6 feet above finished grade; The sign area shall not exceed 30 square feet. Display period shall be limited to a 30-day period, but may be renewed by agreement with the City. Temporary signs shall be limited to one sign per street frontage on a site. Temporary signs shall not be allowed on the airside areas of the Airport, except during City approved special events.

3.13 Electronic/Communication Equipment.

All plans for operation of any type of electronic or communication equipment, including satellite dishes, shall be submitted to the TRAA for review, approval and submittal to the FAA on FAA Form 7460-1, if applicable. Electronic and communication equipment shall be as inconspicuous as possible. Roof mounted equipment shall be approved by the City and shall be kept to a minimum.

3.14 Exterior Lighting.

Exterior lighting is intended to highlight landscaped areas, walkways, identification signs, buildings, and parking for decorative or security purposes, and to illuminate ramp apron and taxiway areas. The lighting should compliment and not dominate the design character of the site.

Pursuant to Airport Standards, all exterior lighting shall be shielded from adjoining properties and directed downward. Utility service for lighting shall be provided underground. All exterior lighting shall utilize photocell controllers to promote energy conservation and prevent usage during daylight hours.

3.15 Disabled Accessibility.

All development work must meet the State of California Structural Specialty codes and Federal Americans with Disabilities Act (ADA) regulations.

Section 4. Performance Standards

The following performance standards shall apply to all tenants located at the Airport. The intent of these standards is to avoid creation of nuisance or unsanitary conditions.

4.1 Property Use.

The buildings and other facilities erected on the site and the uses to which the sites are put shall comply with the laws, statutes, regulations, ordinances, and ruling of the state of California and other governing bodies having jurisdiction. The buildings and other facilities comprising the development shall comply with the development plans as approved by TRAA and the City. Any subsequent changes in use must be submitted in writing and shall be subject to the approval of TRAA and the City and, if necessary, other governing bodies.

4.1.1 Air Quality.

Any facility locating on City property shall comply with all State of California air pollution control regulations.

No open burning shall be permitted.

4.1.2 Water Quality.

No liquid waste disposal will be allowed on the site, adjacent drainage ditches, or onto adjacent property.

The discharge of treated or untreated sewage and/or other waters to the sanitary sewage system shall conform to the codes, ordinances and laws of the City of Turlock.

4.1.3 Noise, Odor, Heat and Glare.

All tenants must comply with the State and all applicable City or County noise standards. All exterior lighting schemes shall be submitted to the City for review, approval and code compliance.

4.1.4 Vibration.

No vibration which is discernible without instruments shall be permitted beyond the tenant's property boundaries, except for vibrations associated with highway vehicles, ground equipment and aircraft.

4.1.5 Waste Material.

Trash enclosures and all materials; including maintenance, packing, and container wastes, shall be stored and all properties maintained in a manner which will not attract or aid the propagation of insects, birds, or rodents, or in any way create a health hazard.

4.1.6 Handling of Hazardous Materials.

Radioactive substances, corrosive or poisonous gases, pesticides, acids, or any other hazardous substances or compounds shall not be stored on the site.

All flammable or explosive materials used in daily work activities by tenants shall be stored and handled in a manner so as to prevent their leakage, escape, discharge, or becoming a hazard to life or property. Storage of such materials shall be in accordance with the regulation and codes of the appropriate local jurisdictions, including the FAA, City or County Fire Department, the State and National Fire Protection Association.

Section 5. Maintenance Standards

The maintenance standards are designed to outline the required level of upkeep and repair for structures and surrounding property.

5.1 Buildings.

Exterior walls and facings which have been painted or similarly treated shall not be allowed to become cracked, chipped, faded, or in any way seriously deteriorated. Materials that have been stained or otherwise treated to age

naturally will be allowed to do so. The tenant shall be responsible for repainting building exterior surfaces once every five years, or as required.

Broken windows, doors, or other damaged exterior elements shall be repaired promptly. Structures which are not in use shall be maintained as buildings in use or shall be removed from the premises.

5.2

Landscaped Areas.

All landscaping, including but not limited to plants and lawn, shall be maintained in an attractive manner. Sculpture, artwork, benches, etc., shall be maintained in an attractive manner.

5.3

Paved Areas and Other Surfaces.

Paved areas for loading, parking, and driveways shall not be allowed to remain broken, cracked, settled, or otherwise in need of repair. Dirt and/or litter shall not be allowed to accumulate in landscaped areas and on paved surfaces. Paved areas shall be swept on a regular basis at the tenant's cost. Grass, weeds and other plant materials that grown through joints and cracks shall be removed promptly. All markings painted on paved surfaces shall be maintained so as to be clearly visible. The tenants will be initially responsible for markings on the airfield area. Ongoing maintenance will be done by TRAA or the City.

5.4

Signs.

Signs shall be repaired or replaced as they fade, peel, or generally deteriorate. Internal or external sign lighting shall be maintained, with burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately.

5.5

Lighting.

All exterior lighting shall be maintained at adequate levels of illumination. Broken or burned-out elements shall be replaced promptly.

Section 6.

Enforcement of Standards:

TRAA or the City at its option, may treat any failure to comply with these Development Standards as a default and may proceed as follows:

If, within thirty (30) days of written notice to the tenant, tenant has not begun to repair or correct the deficiencies stated in the notice, TRAA or the City may enter into a contract for repair or correction of such deficiencies. The tenant shall reimburse TRAA or the City for the costs of such repairs or corrections plus 1½ percent per month or portion thereof.

TRAA and the City reserves the right for itself or designees to enter upon the premises for the purpose of inspection, repairing, or correcting deficiencies.

All of the conditions, restrictions, and standards contained in these Development Standards shall be construed together, but if at any time any one of these conditions, restrictions, or standards becomes invalid or for any reason unenforceable, no other condition, restriction, or standard shall be thereby affected or impaired.

Section 7. Definitions

Airfield: Includes ramp, apron, taxiways, runways and the internal areas that separate these areas.

Airside Property and Uses: Airport property and activities within the airport perimeter fence which require or desire access to the runway, taxiway, or apron system.

Building Setback Line: The minimum distance which all buildings and structures shall be set back from the property line adjacent to streets and proposed streets and from the side and rear property lines.

City of Turlock: A municipal corporation organized by charter under the laws of the State of California.

Development Standards: Guidelines for the development of individual sites in a manner which will enhance the working efficiency and visual amenities of the total area, while providing latitude and flexibility for the individual developer.

Final Plans: Site and/or construction plans which have incorporated all required specification of the City following preliminary reviews and subsequently submitted to TRAA and the City for site plan approval and permits.

Free-Standing Signs: Signs which are situated within landscaped areas, not attached to building walls, fences or screen walls.

Front Property Line: The lease hold property line adjacent to the street right-of-way.

Maintenance Standards: Guidelines which are provided to outline the required level of upkeep and repair for structures and surrounding property.

Major Renovation: Renovation work which exceeds 25 percent of the value of the building or site area being renovated.

Non-airside Property and Uses: Airport property and uses which are not located within the airport perimeter fence.

Parking Bay: Single or double rows of parking spaces.

Performance Standards: Guidelines which are provided in order to avoid the creation of nuisance or unsanitary conditions within City owned areas.

Permanent-type Construction: Structure or ground facilities constructed with the intent of providing service over the length of the lease agreement or warranty deed, with use of materials and methods of construction which will maintain their appearance and functionality. Trailers, mobile offices, storage sheds and other similar temporary or maintenance structures are not considered as permanent-type construction.

Preliminary Plan: Plans submitted to TRAA and the City for initial approval prior to detailed planning and design. Included are a site use plan, exterior lighting plans, floor plans, elevations, landscape plans and sections, and sign plans.

Processing: The movement of materials, goods and cargo between buildings, docks, trucks and other vehicles incorporating on-site business.

Property line: The boundary which limits the extent of a particular parcel of land, as described in the lease or warranty deed.

Rear Property line: The property line describing the rear boundary of a tenant's parcel, opposite the property line fronting the street.

Screening: Plant materials, berms, fences, or walls of wood, masonry or other materials of sufficient height and capacity to obscure the view of a particular function or area from the street or land use on adjacent properties.

Side Property line: The property line at a perpendicular or oblique angle to the front property line.

Tenant: Individuals and organizations which have leased airport property which is subject to regulation or control by the City.

Variance: A written notification by the City which modifies one or more specific standard(s) of the development as they apply to a particular lot and particular tenant.

Standard Pre-Submittal Checklist

Project Location/Address _____

Submittal Requirements:

- Site Plan: 24 x 36, with dimensions showing existing and proposed improvements
- Building Elevations: Building elevations and/or photos (for Design Review requests only)
- Aerial photos: Property within 300 feet of proposed development
- Project Description/Narrative including description of proposed uses
- List of questions (optional): Airport Master Plan or Airport Layout Plan compatibility issues, compliance issues, and Infrastructure
- Checklist

Project and Site Information:

Planning

- Vicinity Map, Graphic Scale and North Arrow
- Site Plan: A scaled drawing showing existing and proposed uses
- Uses of adjacent property (existing and proposed, if known)
- Zoning: Existing and proposed, if appropriate

- Existing and proposed building heights, building footprints and square footages
- Building elevations and general building materials information
- Setbacks
- Location of parking, number of spaces required and provided
- Dimensions, gross site acreage and net acreage
- Any building additions and/or changes

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- Existing structure(s) and site conditions identified
- Existing driveways and/or street(s) adjacent to or across from site
- Existing and proposed driveway locations and widths
- Location of retention basins and retaining walls
- Solid waste container location and access route

Fire

- Show dimensioned locations of existing and proposed fire hydrants on site plan.
- Show on site plan: dimensioned and designated vehicular emergency access to within 300 feet of all exterior walls of sprinkled buildings, 150 feet for non-sprinkled buildings, as the hose lays, unobstructed, and; callout a minimum turning radii of 35' inside and 55' outside throughout designated vehicular emergency access.

Building Codes

- Fire separation distance from each building to property lines and to other buildings or structures on the site.
- Specify use and occupancy classification – Construction Codes
- Specify type of construction
- List area of each proposed building
- For uses such as FBO, provide estimated occupant load
- Show ADA-accessible route of travel on site plan from all building exits to public way
- Number of ADA-accessible spaces provided
- Show location and fire separation distance of parking canopies

Additional information may be required during subsequent reviews.

Planning Conference Guidelines

Purpose: The **Overview** and **Pre-Submittal** Conferences are intended to provide applicants with information as they prepare submittals to the Turlock Regional Airport Authority (TRAA) and the City of Turlock (City). Two distinct conference types are available.

Overview Conference

The intent of this conference is to provide information and guidance for developers and project designers who are considering developing within the City of Turlock airport property, also known as Turlock Municipal Airport. This conference provides an opportunity for applicants and staff to discuss planning and zoning issues related to conceptual development plans. Topics:

- Potential challenges including planning issues, site use issues, Airport Master Plan issues, Airport Layout Plan restrictions, and zoning requirements
- Significant public infrastructure issues
- Site plans will not be reviewed for compliance with the Development Standards
- No review will be conducted for Fire and Building Code requirement

A separate Standard Pre-Submittal Conference will be required before a Planning and Zoning Board application for site plan review or preliminary plat will be accepted.

Standard Pre-Submittal Conference (Link to the Pre-Submittal App & Checklist)

The intent of this conference is to provide information and guidance for developers and project designers as they prepare for Technical Review applications. The Standard Pre-Submittal report provides:

- A general outline of planning issues and potential problems, required rezoning, Airport Master Plan or ALP amendment recommendations, administrative approval options
- Information about public hearing and meeting review processes
- A brief zoning history including any significant concerns or stipulations of previous zoning case(s)
- Information about required infrastructure improvements, including street improvements/dedications, utility line extensions, retention requirements, solid waste requirements
- Information about required emergency vehicle access and fire hydrant location requirements
- Relevant construction code information
- Links to City Codes, Regulations, Guidelines and Standard Details

Exhibit B

TURLOCK MUNICIPAL AIRPORT MINIMUM STANDARDS



DRAFT

November 2012

Minimum Standards and Requirements for the Provision of Commercial Aeronautical Services at the Turlock Municipal Airport

I. Purpose

The purpose of these minimum standards is to:

- 1) Encourage the provision of high quality products, services, and facilities to airport users,
- 2) Encourage the development of quality improvements at the airport,
- 3) Promote safety,
- 4) Promote the economic health of airport businesses and
- 5) Promote the orderly development of airport property.

These minimum standards specify the standards and requirements that must be met by any entity desiring to engage in one or more aeronautical activities at the airport.

II. Introduction

Turlock Regional Aviation Association, (TRAA) controls and operates an airport known as the TURLOCK MUNICIPAL AIRPORT, located in Merced County, California (the "Airport"). To encourage growth and development of the Airport by ensuring adequate aeronautical services and facilities for Airport users, the TRAA has established these standards and requirements (the "Minimum Standards") for provision of certain commercial aeronautical services at the airport.

The following sections set forth the Minimum Standards for a person or persons, partnership, company, trust or corporation ("person or Operator"), based on

the Airport and providing one or more commercial aeronautical services at the Airport. The Minimum Standards do not apply to the TRAA itself. These Minimum Standards are not intended to be all-inclusive, as the operator of a commercial venture who is based on the Airport will be subject additionally to applicable federal, state and local laws, codes, ordinances and other similar laws or regulations including Airport Rules and Regulations pertaining to all such services, and to the terms of its Lease to do business at the Airport, as discussed below.

Permission from the TRAA is a prerequisite to providing any commercial aeronautical service on the Airport. Permission must be in writing and may be of two types:

- (1) a written agreement, properly executed by TRAA and the Operator, establishing a tenancy on the Airport ("Lease");
- (2) a written agreement, properly executed by the Operator, establishing a tenancy on the Airport ("Sub Lease"); for Specialized Aviation Service Operators ("SASOs") operating their on-airport facilities as sub lessees.

The provisions of the Lease, however, will be compatible with the Minimum Standards in effect at the time of issuance or as later amended and will not change or modify the Minimum Standards themselves. These Minimum Standards are deemed to be included as part of all Leases.

If the specific commercial service provided is not contemplated or covered herein, the person should approach the TRAA to negotiate the terms of the required lease.

Leases, in effect on the date of adoption of these minimum Standards will remain in effect for the proscribed terms. Any operator currently engaged in a commercial service will be allowed to continue to do so, however upon renewal or expiration of any Lease, or upon any change in the nature or scope of any Operator's business, the Operator or Lessee shall be required to come in compliance with these standards. No existing Operator shall be allowed to engage in new or expanded activities after the adoption of these standards without meeting all the requirements appropriate for the activities contemplated.

These Minimum Standards may be amended by the TRAA at its discretion from time to time as conditions require. Before these Minimum Standards are amended, all licensed Operators at the Airport will be given written notice of the proposed amendments. A Board meeting of the TRAA will be held no less than ten (10) or nor more than

thirty (30) days after the date of said written notice. Any Operator may appear at the Board meeting in person or by counsel and state any objections to the proposed amendments. Such amendments shall affect Leases, then existing between the TRAA and Operators, and Operators will be required to come into compliance if the amendments impact the safe operation of the Airport.

II. Statement of Policy

The TRAA's goal, in establishing these Minimum Standards, is to assure an adequate minimum level of service to aviation users, to foster competition at the Airport, to put all FBOs and SASOs on an equal footing in qualifying and competing for available Airport facilities and the furnishing of selected aeronautical services, and to avoid unjust or prohibited discrimination between FBOs and SASOs.

All Operators will be encouraged to exceed the "minimum". No operator will be allowed to operate under conditions that do not meet the "minimum". Contingent upon its qualifications, its meeting the established Minimum Standards, the execution of a Lease, by the TRAA, and the payment of rentals, fees and privilege of providing the service(s) selected on the Airport as specified in the Lease. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of use of the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in a written agreement. The TRAA reserves and retains the right for use of the Airport minimum standards and other regulatory measures pertaining to such use. The TRAA further reserves the right to designate the specific Airport areas in which the specific aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

III. Definition of Fixed Base Operators and Specialized Aviation Service Operators

A commercial aeronautical service provider is a person engaging for compensation in provision of a service which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of

such
aircraft operations.

A commercial aeronautical service provider may be classified as either a Fixed Base Operator (FBO) or a Specialized Aviation Services Operator (SASO) (references below to "Operators" may encompass both FBOs and SASOs or may refer only to FBOs or to SASOs, as the context indicates). A Fixed Base Operator is further defined as an entity maintaining and operating facilities at the Airport for the purpose of providing one or more of the following services:

- (1) engaging in the retail sale of aviation fuels;
- (2) performing other aircraft line services.

A Fixed Base Operator may also provide aircraft airframe and engine repair maintenance services either directly or by provision of a letter agreement with an approved SASO on the airport to provide such services.

Section Two of these Minimum Standards includes a more detailed list of the aircraft line services and aircraft maintenance services which FBOs may provide. FBOs may also engage in other aeronautical services as identified in their lease or license.

A Specialized Aviation Services Operator is defined as a person maintaining facilities at the Airport for the purpose of providing one or more of the following services:

- (1) specialized aircraft repair services (radios, painting, upholstery, propellers, instruments, accessories, etc.);
- (2) specialized commercial flying services;
- (3) flight training;
- (4) aircraft sales;
- (5) aircraft airframe and engine repair and maintenance;
- (6) aircraft rental;
- (7) aircraft charter and air taxi service;

(8) aircraft ground handling;

(9) food service specifically for aircraft.

Section Three of these Minimum Standards sets out additional specific standards for SASOs

Where applicable Federal Certification standards exist, the Specialized Aviation Services Operator shall provide sufficient equipment, supplies, and availability of parts required for certification as a Federal Aviation Administration approved station.

IV. Prequalification Requirements

At the time of its application, the prospective Operator shall provide to the TRAA Board President, in writing, the following information, and thereafter, shall provide such additional information as may be requested by the Board.

A. Intended Scope of Services

As a prerequisite to the granting of an operating privilege on the airport, the prospective Operator must submit a detailed description of the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operation, in order to provide high-quality service. All services contemplated must meet the requirements of these Minimum Standards. That information must include, at a minimum, the following:

1. The name, address and telephone number of the applicant. If the applicant is a corporation, provide the name, address, and telephone number of the corporation's officers and directors and owners of any corporate stock with the number of total shares and the number of shares owned. If the applicant is a partnership, provide the name, address, and telephone number of the partners.
2. The requested or proposed date for commencement of the service and the term of conducting the same.
4. The services to be offered.
5. The amount, size and location of land to be leased.
6. The size and position of the building(s) to be constructed or leased.

7. The number and type(s) of aircraft to be provided/maintained (as applicable).
8. The number of persons to be employed (including the names and qualifications of each key person).
9. The hours of proposed operation.
10. The types and amounts of insurance coverage to be maintained.

C. Experience of Operator and Key Employees

The prospective Operator shall furnish the TRAA with a statement of past experience of the Operator and its key employees in providing the proposed aviation services, together with a statement that the Operator or its principals have the managerial ability to perform the selected services.

V. Requirements Applicable to all FBOs and SASOs

The following standards apply to all FBOs and SASOs. Additional standards specific to each type of operation can be found in Sections Two and Three of these

Minimum Standards. For the purposes of these Minimum Standards, "leased premises"

may include, as appropriate, any area leased, subleased or otherwise controlled by an

FBO or SASO and must be on the Airport.

A. Requirement of a Lease

1. Before beginning operations, the prospective Operator must enter into a Lease with the TRAA reciting the terms and conditions under which it will do business on the Airport, including but not limited to, the term of agreement, the rentals, fees, and charges, the rights, privileges and obligations of the respective parties, and other relevant covenants.

2. Such a Lease shall be subject to all provisions required by the Federal Aviation Administration ("FAA") as a condition of any Federal Grant to the TRAA for the Airport.

B. Site Development and Maintenance Standards

1. Physical Facilities

- (a) The minimum space requirements as provided in Sections Two and Three of these Minimum Standards shall be satisfied.
- (b) All buildings shall comply with all applicable local building codes and requirements. Any such construction shall be approved by the TRAA before construction begins.
- (d) Landscaping of facilities is required. Each FBO or SASO will be required to provide a plan for landscaping its area to be approved by the TRAA and maintained by the FBO or SASO in a neat, clean and aesthetically pleasing manner, all in accordance with the Rules and Regulations for the Airport. In the case of an existing structure, planted landscape improvements will not be required were it is not practical.
- (e) If construction on the leased premises or alteration of existing or future structures on the leased premises is planned, Operator shall comply with the notification and review requirements of Federal Aviation Regulation Part 77 and other government entities as may be required.

2. Maintenance

- (a) All building maintenance on non- TRAA -owned facilities shall be the Operator's responsibility. For TRAA -owned facilities, structural and external repairs (except for windows and hangar doors) shall be the TRAA's responsibility unless otherwise provided in the lease; all other maintenance, including repair of windows and hangar doors, shall be the Operator's responsibility.
- (b) Operator shall be responsible for trash removal within its leased premises.
- (c) Operator shall maintain all premises in a clean, sanitary condition and at the expiration of the lease term shall return said premises to the TRAA in this condition, reasonable wear and tear excepted.

C. Personnel

During all operating hours, the Operator shall employ and have on duty trained personnel in such numbers and with such certificates and ratings as are required to provide services established by the Minimum Standards set forth, in an efficient manner, for each aeronautical service being performed, and shall provide a responsible person authorized to act on its behalf to supervise its

All insurance that the Operator is required by the TRAA to carry and keep in force shall

include the TRAA as an additional insured. The Operator shall furnish evidence of its compliance with this requirement to the TRAA Board with proper certification that such insurance is in force and shall furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction or increase. In the event of cancellation of coverage's the underwriter shall give the TRAA thirty (30) days prior notice of cancellation and all operations shall cease.

The applicable insurance coverage shall be in force during the period of any construction of the Operator's facilities and/or prior to its entry upon the Airport for the conduct of its business.

The Operator shall also furnish evidence of its compliance with the California Statutes

with respect to Workmen's Compensation and Unemployment Insurance (where

applicable). Lapses in insurance coverage may result in denial of access to the Airport.

F. Airport Access and Security

Airport access and security shall be maintained at all times in accordance with standards established and required by the TRAA, FAA, TSA or other governmental

entity. The Operator is also responsible for its employees', vendors', and agents'

compliance with the Airport Security Program as maybe amended from time to time.

G. Motor Vehicles on Airport

The Operator shall control the on-Airport transportation of pilots and passengers of

transient general aviation aircraft using the Operator's facilities and services. The

Operator performing this service with motor vehicles driven on the Airport shall do so

only in strict accordance with Airport Rules and Regulations, applicable federal, state and municipal laws, ordinances, codes or other similar regulatory measures now in existence or as may be hereafter modified or amended. The Operator takes responsibility and assumes all liability for the actions of any party, supplier, member, agent or individual that the Operator allows upon the airport's movement areas or any area within the airport perimeter fence. TRAA reserves the right to deny access to any party or business if the party fails to act

responsibly while in control of aircraft, machinery or motor vehicles which may be operated on the Airport.

H. Annual Reporting Requirement and Notification of Changes

Operators shall report annually, by June 1 of each calendar year, the information listed in IV.A, and shall provide the TRAA Board President with three weeks advance notice of its intention to start up or discontinue a commercial aeronautical service. However, if said start-up or discontinuation is not permitted under the lease, or not authorized under the lease, an amendment to the Operator's lease is required prior to the initiation or discontinuance of said use. All Operators must additionally file updated FAA certificates and ratings (their own and their employees) annually when received, and must file within two weeks of receipt any changes in their own and their employees' FAA certificates or ratings. All Operators must file FAA certificates of ratings upon hiring new employees.

VI. Combined Operations and Subleases

A. The TRAA will consider reduction in minimum square footage requirements for combined operations.

B. If an FBO or SASO desires to sublease space to another person or entity to provide one or more Commercial Aeronautical Services, the following conditions will apply.

1. The subleasing party must obtain written approval from the TRAA to operate at the Airport.
2. The FBO or SASO must obtain written approval from the TRAA to sublease the space in accordance with the terms of its lease.
3. The FBO or SASO must pay the TRAA fees applicable to the class of services provided by the sub-lessee at the levels set forth in the Airport Rules and Regulations or underlying lease.
4. The FBO or SASO must carry public liability insurance for its lessee or provide a certificate of insurance which shows the lessee and the TRAA as additional insured, in the amounts commensurate with the services provided by the sub-lessee.

Minimum Standards and Requirements For the Provision of Commercial Aeronautical Services

**At
Turlock Municipal Airport**

Section Two: Fixed Base Operator

1. A fixed Base Operator (FBO) shall provide or enter into an agreement to provide the following essential services to the public at reasonable rates and charges and without unjust discrimination:

A. Aircraft Line Services:

1. Fueling, lubricating and miscellaneous services;
2. Ramp parking and tie-down;
3. Separate crew and passenger lounge facilities;
4. Public restrooms and telephone;
5. Loading, unloading and towing;
6. Hangar storage;
7. Engine preheating;
8. Oxygen;
9. Aircraft starting;
10. Sale of sectional or W.A.C. aviation maps covering the territory within three hundred miles of the airport, flashlight and batteries, and rulers and computers generally used by pilots for flight planning;
11. Tire inflation (with both oxygen and nitrogen);
12. Attendants to direct aircraft to loading and parking areas, to tie down aircraft, to fuel aircraft, to clean windshields, to remove frost from parked aircraft, and generally to provide prompt and courteous service;
13. Sale of food and beverages to General Aviation (vending machines and access to catering service); and

14. Lav service

15. Courtesy or rental car service for pilots, crew and passengers.

C. The FBO shall provide no other services or activities except as provided in its Lease.

II. An FBO shall meet the following Minimum Standards specifically applicable to management, fueling operations, line service, and aircraft maintenance, as well as general standards applicable to all FBOs and SASOs (set out in Section One) and additional standards (set out in Section Three) for any additional SASO services provided:

A. In connection with aircraft fuelling and line services, Operator shall enter into a separate Fuel Provider Agreement with TRAA prior to the dispensing of any aviation fuel on the Airport:

1. Contracts for delivery of fuel: Operator shall demonstrate, to the TRAA 's satisfaction that a reputable aviation gasoline and lubricant distributor will provide the Operator with an enforceable agreement to purchase fuel and oil in quantities necessary to meet the requirements set forth herein. FBO shall maintain an adequate inventory of at least one brand and two generally accepted grades, Aviation Gasoline (Avgas, 100 Low Lead) and Jet Fuel (Jet-A) of aviation fuel, engine oil and lubricants.

2. Calculation of fuel flowage: aviation fuels and oils delivered to the Operator by a vendor will be considered by the TRAA to be fuels and oils dispensed for the purpose of calculating rates or charges under its Lease.

3. Hours of operation for fuel sales: sales of fuel and lubricants, and into plane delivery of aviation fuels, lubricants and other related petroleum products, shall be available at a minimum 14 hours per day beginning no later than 6:00A.M. seven (7) days a week unless otherwise specified in Operator's lease agreement. FBO shall be available during other than its regular business hours on an "on-call" with a maximum response time of two hours.

4. FBO shall provide mobile fuel dispensing equipment, with reliable marking devices approved by the FAA, capable of servicing, in an efficient and safe manner all types of commercial and general aviation

aircraft. FBO shall have a minimum of one metered, filter equipped, refueler truck for dispensing Jet fuel with a capacity of at least 3000 gallons and one metered, filter equipped, refueler truck for dispensing AV gas with a capacity of at least 1000 gallons. FBO shall have storage tanks having a minimum capacity of 12,000 gallons of AV gas and 12,000 gallons of Jet fuel, and a separate dispensing pump for each grade of fuel is required.

5. Safety of fueling operation: In conducting fuel operations, FBO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling, defueling, and servicing aircraft. All such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuels shall be governed by the applicable National Fire Protection Association (NFPA) and Uniform Fire Code (UFC) regulations and national and local fire codes. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All FBO fueling services and systems shall be subject to inspection for fire and other hazards by the TRAA or other representative of the City of Turlock, Merced County, by the State Oil Inspector and by the appropriate State and local fire agency. FBO shall be in full compliance with fire codes and federal, state and local laws, ordinances, rules and regulations pertaining to fire safety. The Operator shall have spill kits as required by Airport Rules and Regulations.

The Operator shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the FBO. The Operator shall maintain current fuel reports on file and available for auditing at anytime by the TRAA. Fueling service by the FBO shall be in full compliance with federal, state and local laws and regulations including ATA 103, and including proper fire protection and electrical grounding of aircraft during fueling operations.

6. Additional line services: servicing of aircraft shall include generally expected services, such as cleaning of the interior and exterior of aircraft and catering. FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing struts, servicing oxygen systems, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starter.

7. Waste disposal: FBO shall provide for adequate and sanitary handling and disposal; away from the airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, lavatory cart contents and other waste. The piling or storage of crates, boxes, barrels and other containers or other items will not be permitted within the leased premises or airport common areas.
8. Disabled Accident Removal: FBO shall be prepared to remove disabled aircraft. They shall have personnel trained and have access to the equipment or be able to arrange for the equipment and/or services required to remove damaged aircraft from the airport movement areas. The FBO shall have personnel on call and be able to respond to a damaged aircraft within 1 hour of notification.
9. Ramp Parking, Tie-Down, Aircraft Storage and FBO Ramp Assistance within the FBO's leased premises: The operator shall have at least one (1) tug capable of towing up to 40,000 lbs. Operator shall have at least one ground power unit, one (1) lavatory cart, and one (1) water cart. The operator shall have tow bars suitable for towing the General Aviation Aircraft normally frequenting the airport. All equipment shall be maintained and operated in accordance with OSHA and local and state industrial codes.
10. The FBO's rate or charges to General Aviation users for aircraft parking, tie-down and storage shall be determined by the FBO. Such rates or charges shall be reasonable and equally and fairly applied to all users of the services. All rates and charges for such services shall be filed with the TRAA.
11. Adequate tie-down facilities and equipment, including ropes, chains and other types of restraining devices and wheel chocks for the typical number and type of aircraft simultaneously using the FBO during a peak period shall be provided.
13. FBO shall provide properly trained personnel. Personnel while on duty shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Personnel uniforms shall identify the name of the FBO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel shall not be required to wear uniforms.

14. FBO shall provide services at a minimum fourteen hours per day opening no later than 6:00 am seven days a week.

15. Loading, Unloading and Towing: FBO shall provide adequate loading, unloading and towing equipment to safely and efficiently move aircraft and store them in times of all reasonably expected weather conditions.

16. Hangar Storage: FBO shall provide suitable hangar storage facilities constructed in accordance with the Airport Development and Construction Standards.

B. In connection with aircraft airframe and engine repair and maintenance:

1. The FBO shall comply with all requirements for provision of aircraft airframe and engine repair and maintenance services as set out in Section Three of these Minimum Standards.

2. FBO must provide sufficient hangar work space for any aircraft upon which airframe or engine repairs are being performed.

3. FBO must provide adequate shop space to house the equipment and adequate equipment and machine tools, jacks, lifts and testing equipment as required for its operation.

5. FBO must employ and have available at the airport at least one FAA certified airframe and power plant mechanic eight hours per day, five days per week.

III. Minimum land and improvements required shall be as follows:

A. The minimum land to be leased for a Fixed Base Line Operation shall be 250,000 square feet with 100,000 square feet allocated as ramp space.

B. Building improvements shall be permanent in nature, shall contain at least 20,000 square feet for FBO operations and may be contained in one or more buildings. At least 2500 square feet of heated and air conditioned building area shall contain at a minimum crew and passenger lounge facilities, clean, sanitary, and free public restrooms and at least one working telephone shall be provided for public use.

Asphalt or concrete paved surfaced, on-site automobile parking space shall be provided in compliance with parking standards and requirements of the TRAA

as amended from time to time, or other applicable federal, state, or local regulations. Proper signage shall also be installed.

Each FBO shall occupy, at least, one clear span hangar. Each FBO shall provide hangar space, which may be contained in one or more hangars of a minimum of 15,000 square feet. At least one of the hangars comprising the 15,000 square feet of hangar space shall be required to have a door opening of at least sixty (60) feet in width and twenty (20) feet in height and the hangar must be at least seventy (70) feet deep. Additional hangar (s) used to meet the 15,000 square feet minimum shall be of adequate dimensions to house general aviation aircraft.

Where an entity has entered into an agreement to provide FBO services on the Airport, the entity may have a reasonable amount of time to construct the foregoing FBO improvements, provided that the FBO services continue to be made available on the Airport without interruption.

C. All paving and building shall comply with the then current Airport Development and Construction Standards and shall be approved in writing by the TRAA before construction begins.

IV. Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with the TRAA and TRAA must be named as an additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the TRAA, or designated representative and 30 days advance written notice of any change to any policy shall be given to the TRAA or Designated representative.

Section Three: Specialized Aviation Services Operator

Specialized Aviation Services Operators shall consist of one or more of the following services, comply with the Minimum Standards described in this section and lease, or sublease property on the Airport.

I. Aviation Repair Services (Airframe, Engine, Radios, Painting, Upholstery, Propellers, Instruments, Accessories, etc.)

A. Statement of Concept.

A specialized aircraft repair services Operator is a person engaged in a business capable of providing an FAA certified shop, or a combination of shops for the repair and installation of aircraft engines, radios, propellers, instruments, and

accessories for general aviation aircraft. The Operator may furnish one, or if desired, any combination of these services. This category includes sale of new and/or used aircraft radios, propellers, instruments and accessories.

B. Minimum Standards

1. The Operator shall lease or sublease an area existing or adequate to erect a building providing a minimum of 2,500 square feet of floor space to hangar at least one (1) aircraft, to house all equipment and additional floor space for an office, shop, restrooms, customer lounge and telephone facilities for customer use. If painting operations are contemplated, the Operator shall provide a separate paint shop that meets all applicable safety and EPA requirements. Paved automobile parking or other acceptable all weather surface to be approved in writing by the TRAA prior to installation and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator's services shall be provided.

2. The Operator shall maintain, as necessary, the repair station certificates as required by the FAA, which are applicable to the operation or operations contemplated. The avionics portion of the services offered must maintain current qualifications of Class I and Class II FAA designated repair station.

3. Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with the TRAA. TRAA must be named as an additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the TRAA, or designated representative and 30 days advance written notice of any change to any policy shall be given to the TRAA or Designated representative.

4. The Operator shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, five (5) days per week. Hours of operation shall be posted.

5. The Operator shall have in its employ, and on duty during the required operating hours, trained personnel currently certified as IA/A&P, FAA radio, instrument or propeller repairmen in such numbers as are required to provide services in an efficient manner.

II. Specialized Commercial Flying Services

A. Statement of Concept

A specialized commercial flying services Operator is a person or persons, firm, or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for any of the services listed below:

1. Nonstop sightseeing flights that begin and end at the same airport;
2. Crop dusting, seeding, or spraying;
3. Aerial photography or survey;
4. Power line, underground cable or pipeline patrol;
5. Fire fighting; or
6. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

B. Minimum Standards

1. The Operator shall lease or sublease an area existing or adequate to erect a building providing a minimum of 2,500 square feet of floor space for aircraft and other storage sufficient hangar space for the aircraft to be used in its operations and any support equipment and additional floor space for office, restrooms, customer lounge and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface to be approved in writing by the TRAA prior to installation sufficient to accommodate Operator's services and operations shall also be provided.
2. In case of crop dusting, aerial application or other commercial use of chemicals, Operator shall provide a centrally drained, paved area adequate for all aircraft loading, unloading, washing and servicing. MSDS are required to be onsite and two copies shall be provided to the TRAA. This area must be built and operated in full compliance with all applicable federal, state and local laws and regulations, specifically including but not limited to the U.S. EPA, California Department of Public Health and Environment governing such activities. Operator shall also provide for the safe storage and containment of all chemical materials. Such facilities will be in a location designated by the TRAA on the Airport, which will provide the greatest safeguard to the public.
3. In the case of crop-dusting or aerial application, the Operator shall

provide tank trucks for the handling of liquid spray and mixing liquids and aircraft suitably equipped for agricultural operations, and shall take all safeguards against spillage on runways or taxiways or dispersal by wind to any area of the Airport. The Operator shall also provide adequate ground facilities for the safe containment, storage, handling and safe loading of all chemicals and materials in compliance with U.S. EPA and California Department of Public Health and Environment and all TRAA and local laws and regulations.

4. The Operator shall provide and have based on its leasehold, either owned or under lease to the Operator, not less than one (1) airworthy aircraft suitably equipped for, and meeting all the requirements of the FAA with respect to the type of operation to be performed.

5. Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with the TRAA. TRAA must be named as an additional insured. A certificate of insurance and a copy of the insurance policies involved will be furnished to the TRAA, or designated representative and 30 days advance written notice of any change to any policy shall be given to the TRAA or designated representative.

C. The Operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.

D. The Operator shall have in its employ trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

III. Flight Training

A. Statement of Concept

A flight training Operator is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight operations, in fixed and/or rotary wing aircraft, in land or sea aircraft, and in providing such related ground school instruction as is necessary to prepare persons for taking a written examination and flight check for the category or categories of pilots' licenses and rating involved. No flight training operations or Operator may be allowed to operate off a tie-down.

B. Minimum Standards

1. If the Operator occupies or leases space at the Airport, the Operator must lease at least one aircraft tie-down or own or lease hangar space. The Operator may sub-lease these facilities from an approved airport tenant. In addition, they must provide at least 150-sq. ft. of properly lighted and heated floor space for a classroom/briefing room, office space and restrooms. This space may be subleased and or shared with other airport-approved operators.
2. If the Operator prefers to build a hangar for aircraft storage, the Operator shall lease or sublease an area adequate to erect a building or buildings containing a minimum of 2,500 square feet to provide for aircraft storage, and space for office, classroom, briefing room, pilot lounge, restrooms and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport prior to installation and a paved aircraft apron within the leased area and sufficient to accommodate the Operator's services and operations shall also be provided.
3. The Operator shall have available for use in flight training, either owned or under lease to the Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) properly certificated aircraft.
4. Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with the TRAA. TRAA must be named as an additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the TRAA, or designated representative and 10 days advance written notice of any change to any policy shall be given to the TRAA or Designated representative.
5. The Operator shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, seven (7) days per week.
6. The Operator shall have available, on a full-time basis, at least one (1) ground instructor who has been currently certificated by the FAA to provide the type of ground training offered. This person may be the same person specified in (5) above.

IV. Aircraft Sales (New and/or Used)

A. Statement of Concept

An aircraft sales Operator is a person engaged in the sales of new and/or used aircraft through franchises, or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and providing such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold.

B. Minimum Standards

1. The Operator shall provide at least 150-sq. ft. of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other airport-approved operators. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport prior to installation and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator's services and operations shall also be provided.
2. The Operator shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operation at the Airport. The Operator shall provide an adequate inventory, or availability within 24 hours or less, of spare parts for the type of new aircraft for which sales privileges are granted.
3. Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with the TRAA. TRAA must be named as an additional insured. A certificate of Insurance or a copy of the insurance policies involved will be furnished to the TRAA, or designated representative and 10 days advance written notice of any change to any policy shall be given to the TRAA or Designated representative.
4. The Operator shall have its services available on a basis consistent with its franchise agreement.

V. Aircraft Airframe and Engine Repair and Maintenance

A. Statement of Concept

An Aircraft airframe and engine repair and maintenance Operator is a person or persons, firm or corporation providing one (or a combination of) airframe and power plant repair services, with at least one (1) person currently certified by the FAA with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

B. Minimum Standards

1. The Operator shall lease or sublease an area existing or adequate to erect a building providing at least 2,500 square feet of floor space for airframe and power plant repair services and adequate floor space for office, restrooms, customer lounge and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport prior to installation and a paved aircraft apron within the leased area sufficient to accommodate the Operator's services and operations shall be provided.
2. The Operator shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certification as a FAA approved repair station.
3. Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with the TRAA. TRAA must be named as an additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the TRAA, or designated representative and 10 day advance written notice of any change to any policy shall be given to the TRAA or Designated representative.
4. The Operator shall have its services available eight (8) hours per day five (5) days per week.

VI. Aircraft Rental

A. Statement of Concept

An aircraft rental Operator is a person or persons, firm or corporation engaged in the rental of aircraft to the public.

B. Minimum Standards

1. The Operator must lease at least one aircraft tie-down or own or lease hangar space. The Operator may sub-lease these facilities from an approved airport tenant. In addition, the Operator shall provide at least 150-sq. ft. of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other airport-approved operators. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport prior to installation and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator's services and operations shall also be provided.

2. The Operator shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certified to handle the proposed scope of its operation.

3. Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with the TRAA. TRAA must be named as an additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the , or designated representative and 10 days advance written notice of any change to any policy shall be given to the TRAA or Designated representative.

4. The Operator shall have its service available eight (8) hours per day seven (7) days per week.

5. The Operator shall have available trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner.

VII. Aircraft Charter and Air Taxi Service

A. Statement of Concept

An aircraft Charter (Commercial Operator) and an air taxi Operator is a person or persons, firm or corporation engaged in the business of providing air transportation (persons or property) to the public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Act of 1958, or as said Act may be amended from time to time.

B. Minimum Standards

1. The Operator shall lease or sublease an area existing or adequate to provide for aircraft storage, including an area to erect a hangar of

2,500 square feet of floor space for aircraft storage, office, restrooms, customer lounge, and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport prior to installation and a paved aircraft apron the leased area and sufficient to accommodate the Operator's services and operations shall also be provided.

2. The Operator shall have available for hire, either owned or under lease to Operator, at least one (1) four-place aircraft equipped for and capable of use in instrument conditions, or a sufficient number of aircraft properly certificated to handle the proposed scope of its operation.

3. Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with the TRAA. TRAA must be named as an additional insured. A certificate of insurance or a copy of the insurance policies involved will be furnished to the TRAA, or designated representative and 10 days advance written notice of any change to any policy shall be given to the TRAA or Designated representative.

C. The Operator shall have its services available eight (8) hours per day, seven (7) days per week; and shall provide on-call service during hours other than the aforementioned.

D. The Operator shall have in its employ and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner and otherwise appropriately rated to permit the flight services offered by Operator.

The Operator shall have available sufficient qualified operating crews and satisfactory number of personnel for checking in and ticketing passengers, handling of luggage, and for furnishing or arranging for suitable ground transportation. The Operator shall provide reasonable assurance of continued availability of qualified operating crews and approved aircraft within a reasonable or maximum notice period.

E. Air Taxi Companies Not based on Turlock Municipal Airport.

1. Non-scheduled air carrier companies providing service to and from the Airport, but not based on the Airport, are exempt from these Minimum Standards.

**ATTACHMENT 1
REQUIRED GENERAL LEASE CLAUSES**

1. Premises to be operated for use and benefit of the public

The Operator agrees to operate the leased premises for the use and benefit of the Public and to furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.

2. Federal Requirements; Nondiscrimination

a. Lessee agrees that in conducting its operations under the Lease it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Lessee agrees: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of premises or facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Lessee (Licensee) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

c. Lessee agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart

E. Lessee (Licensee) assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Lessee (Licensee) assures that it will require that its covered sub organizations provide assurances to Lessee (Licensee) that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Lessee agrees that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee (Licensee) may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

e. Lessee agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Lease on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Lessee (Licensee) by either the TRAA or the U.S. Government, and Lessee's (Licensee's) failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and the Lease (License). In the event of such noncompliance, the shall have the right to terminate this Lease and any estate created hereunder, without liability therefore, or at the election of the or the United States, either or both shall have the right to judicially enforce such provisions.

3. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees and equipment (including, but

not limited to, repair and maintenance); provided that the Airport rules and regulations and Lease provisions are followed.

4. No Exclusive Rights

Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any aeronautical activity on the Airport.

5. Airport Development

The TRAA reserves the right to further develop or improve the Airport as it sees fit, without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities during the lease term the agrees to provide a comparable location without any unreasonable interruption to the Operator's activities, and agrees to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator, except as amended by written lease with the Operator.

6. TRAA 's Right to Maintain the Airport

The TRAA reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

7. Right of Flight

There is hereby reserved to TRAA, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from or operating on the Turlock Municipal Airport.

8. Airport Obstructions or Other Hazards

The Lessee (Licensee) expressly agrees for itself, its successors and assigns that it will (1) not erect nor permit the erection of any structure of object nor permit the growth of any tree on the leased premises above a ground level elevation of 65 feet; or (2) make use of the leased premises in any manner which might interfere with operation or safety of the

Turlock Municipal Airport or otherwise constitute a hazard; or (3) violate 14 CFR Part 77 Surfaces.

The TRAA reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, and to prevent and abate any hazard or Interference, including (1) the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the TRAA, would limit the usefulness of the Airport or constitute a hazard to the aircraft, and (2) the right to enter upon leased premises and to remove the offending structure or object, abate the interference, or cut the offending tree, all of which shall be at the expense of the Lessee (Licensee).

9. Compliance with Laws, etc.

The Operator shall comply with the Airport Rules and Regulations, the Airport Security Plan, and the Airport Operations Manual, as existing at the time the Lease or License is granted or as amended from time to time thereafter at the TRAA's sole discretion. The Operator shall comply with all federal, state and municipal laws, ordinances, codes and other regulatory measures (specifically including but not limited to all FAA and U.S. Environmental Protection Agency ("EPA") requirements) now in existence or, as may be hereafter modified or amended, applicable to the operation conducted. If the Operator fails to comply with this provision and the requirements referenced herein and such failure results in damage or expense to the TRAA, the Operator shall indemnify the TRAA for that damage or expense.

10. Required Licenses and Certificates

The Operator shall procure and maintain during the term of the agreement all licenses, certificates, permits and other similar authorizations required for the conduct of its business operations.

11. Handling of Waste Liquids

No substances likely to impair the operation of sewage or drainage systems, or otherwise not permissibly placed in such sewage or drainage systems, shall be placed therein; nor shall oils, greases, detergents or other liquid wastes be disposed of by pouring on the ground. All rules, regulations, advisory publications or other requests issued by the United States EPA or competent governmental authority shall be complied with at all times, including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's, or the

Operator's customers', aircraft. Installation of said trap shall conform to the recommended specifications of the U.S. EPA, the State of California, the TRAA, any applicable special district, and/or sewage operator.

12. Indemnification

a. In concert with and in addition to the insurance requirements set forth herein, operator shall protect, defend, and hold , its officers, employees, and agents, and their insurers, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the leased premises or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the TRAA. Operator shall use counsel reasonably acceptable to the TRAA in carrying out its obligations hereunder.

b. TRAA shall give Operator reasonable notice of any claims or actions against the TRAA, which directly or indirectly affect Operator, and Operator shall have the right to compromise and defend the same to the extent of its own interest.

c. Operator agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Field and Runway Area, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Operator's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the TRAA by the U.S. Government, Operator will reimburse TRAA for all expenses, including attorney fees, incurred by TRAA in defending against the civil penalty action and for any civil penalty or settlement amount paid by TRAA as a result of such incursion or breach of airfield or sterile area security. TRAA shall notify Operator of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a

result of violation of FAR Part 107, Airport Security, FAR Part 108, Airplane Operator Security, or FAR Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

d. The provisions of this section shall survive the expiration or early termination of this Lease for matters arising before such expiration or early termination.

13. Right of Entry

a. Any official representative of the TRAA may enter upon the leased premises during normal operating hours, and for any purpose incidental to, or connected with the performances of the Operator's obligations under the agreement or in the exercise of their function as a representative of the TRAA.

b. Further, any official representative of the TRAA may enter upon the leased premises at any time in response to an emergency.

c. To facilitate 13.b above, the Operator shall either provide escrowed door keys, access codes, etc. to the TRAA Board President for the leased premises, or accept responsibility and hold TRAA harmless for possible damage to the leased premises as a result of a forced entry by TRAA representatives in responding to an emergency.

14. Termination

Upon the expiration or other termination of any agreement, the Operator's rights to the premises, facilities, other rights, licensed services and privileges granted in the agreement shall cease, and the Operator shall, upon such expiration or termination immediately and peacefully surrender such.

15. Assignment

All covenants, stipulations and provisions in the agreement to be entered into shall extend to and bind the Lessee's (Licensee's) legal representatives, successors and assigns.

The Lease may not be assigned, without the prior written consent of the TRAA, which consent shall not be unreasonably withheld.

16. Subordination

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between TRAA, the city of Turlock, State of California, and the United States, relative to the development, operation or maintenance of the airport. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.



Council Synopsis

February 12, 2013

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From: Dan Madden, Municipal Services Director

Prepared by: Michael Cooke, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the First Amendment to the Cost Sharing Agreement between the Cities of Ceres, Hughson, Modesto, and Turlock for additional consulting services needed to complete the East Stanislaus Integrated Regional Water Management Plan (IRWMP)

Motion: Authorizing the City Manager to execute all documents related to the First Amendment to the Cost Sharing Agreement for the preparation of the East Stanislaus Integrated Regional Water Management Plan (IRWMP) as well as all future documents pertaining to the project

2. DISCUSSION OF ISSUE:

The proposed amendment to the cost sharing agreement for the preparation of the East Stanislaus Integrated Regional Water Management Plan (IRMWP) will increase the City of Turlock's share from \$52,636 to \$86,572, an increase of \$33,936.

Background

At the April 13th, 2010 meeting, the City Council approved participation in the development of an Integrated Regional Water Management Plan in partnership with the Cities of Ceres, Hughson and Modesto. In general, an IRWMP is a region-wide comprehensive management and planning document that identifies and focuses attention on regionally feasible projects that would make the best use of the area's water, wastewater, and storm water resources.

The IRWM planning process began on July 15, 2010. While great progress has been made, the IRWMP for our region is not 100% complete. The State of California made a number of changes to the IRWMP process and has also added a number of new requirements that will make the IRWMP a three-year process, instead of a one-year process as originally anticipated. A complete IRWMP is required prior to receiving any state and/or federal funding for either planning or

implementation (construction) activities for regionally identified projects. Typical projects that may be studied and funded through the IRWMP process may include, but are not limited to, evaluating water supply options, improvements to water quality, groundwater protection, water recycling, and flood control.

RMC Water and Environment was selected by the four partner cities to prepare the IRMWP on their behalf. On June 22, 2010, the City Council approved a cost sharing agreement in a total amount not to exceed \$241,450. The project costs included a consultant services agreement with RMC for \$215,558 for the identified scope of services, plus a ten percent (10%) contingency and a two percent (2%) administrative cost of \$4,312 to the City of Modesto. The City of Modesto is the lead agency on the IRWMP effort and has managed the agreement with RMC.

The Cost Sharing Agreement for the original contract detailed how each participating city will contribute its fair share of the funding needed for development of the IRWMP. The City of Modesto agreed to front all project costs subject to the cost split and reimbursement by the other cities as follows:

<u>Agency</u>	<u>% Share</u>	<u>Cost Share</u>
Ceres	11.7%	\$ 28,250
Hughson	6.5%	\$ 15,694
Modesto	60.0%	\$144,870
<u>Turlock</u>	<u>21.8%</u>	<u>\$ 52,636</u>
Total	100.0%	\$241,450

First Amendment to Cost Sharing Agreement

The IRWM planning process began on July 15, 2010. At the time, it was anticipated that the entire IRWMP process would take one year to complete. Unfortunately, the State of California made a number of changes to the IRWMP process and has also added a number of new requirements that will make the IRMWP a three-year process.

For instance, after the execution of the original RMC Agreement, new State Department of Water Resources (DWR) requirements necessitate expanded tasks and greater project management activities by RMC that include:

- Additional work to evaluate greenhouse gas emissions
- Cost-benefit financial analysis
- Increased outreach to disadvantaged communities
- Additional data management
- Significantly expanded climate change evaluation
- Monitoring and integration of specific information into a state-wide exchange network for water quality data

Furthermore, in 2012 the partner agencies submitted a planning grant to obtain Proposition 84 funds to further the work of the partnership. Unfortunately, the grant was not successful – it missed the funding cutoff by one point! A total of 23 projects were funded for a total amount of \$8.9 million; only seven projects were not funded, including the East Stanislaus application. The grant application required additional work from RMC to develop more project descriptions, scopes, costs, and schedules for related work that would enhance the IRWMP prior to the submittal of the grant to DWR. These additional projects were developed in order to maximize the amount of potential Proposition 84 Grant funds available to our newly formed Region. Finally, a related cost increase was RMC's directed effort to develop an appeal to DWR's initial scoring of the planning grant. Because our Region missed the funding recommendation cutoff by one point, and with nearly \$750,000 in potential grant funds at stake, the cities felt strongly that an appeal effort was warranted.

On December 7, 2012, RMC submitted an updated scope of work and subsequent fee estimate to complete the IRWMP, which is included as Exhibit A to the First Amendment to the Agreement. Staff recommends approval of the Amendment to the Agreement to allow RMC to complete the IRWMP.

The cost of the proposed amendment is for an amount not to exceed \$169,683 which will be divided among the partner agencies as follows:

<u>Agency</u>	<u>% Share</u>	<u>Cost Share</u>
Ceres	12.0%	\$ 20,362
Hughson	7.0%	\$ 11,878
Modesto	61.0%	\$ 103,507
<u>Turlock</u>	<u>20.0%</u>	<u>\$ 33,936</u>
Total	100.0%	\$ 169,683

Therefore, the final cost to the City of Turlock for the IRWM Planning effort will be \$52,636 for the original contract plus \$33,936 for the First Amendment for a total amount of \$86,572.

3. BASIS FOR RECOMMENDATION:

- A. Although the Partnership's initial planning grant was unsuccessful, the development of an IRWMP is essential for future efforts to obtain state and/or federal funding for regional water resource projects. Such funding will be critical to minimize the various projects' costs to existing rate payers and future customers.
- B. Most expenses for the IRWMP to-date occurred in the 2011-12 budget year. Additional funds were budgeted in the 2012-13 budget year in anticipation of

potential cost overruns; this amendment has no additional impact on the current budget.

Strategic Plan Initiative: B) POLICY INITIATIVE - Fiscal Responsibility

Goal(s):

- a. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
- b. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The original IRWMP Cost Sharing Agreement was for a total amount not to exceed of \$241,450 with Turlock's cost share \$52,536. The proposed amendment increases Turlock's cost share by \$33,936 for a total cost to Turlock of \$86,572.

The IRWMP effort is funded by Fund 410 Water Quality Control and Fund 420 Water as follows:

410.51.530.43339 Integrated Regional Water Mgmt. Plan \$25,000

420.52.550.43514 Integrated Regional Water Mgmt. Plan \$25,000

No General Funds will be utilized for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve the amendment to the cost sharing agreement. Staff does not recommend this alternative as Council has already approved participation in the IRWMP Partnership in 2010; this additional work will allow the IRWMP process to be completed.

**FIRST AMENDMENT TO COST SHARING AGREEMENT
TO DEFRAY EXPENSES ASSOCIATED WITH PREPARATION OF AN
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

This First Amendment to the Cost Sharing Agreement is made with reference to the contractual agreement between the Cities of Ceres, Hughson, Turlock, and Modesto (agencies), all of which are Municipal Corporations of the State of California, entered into by the parties on the 22nd day of June, 2010, herein after referred to as "Original Agreement".

This Amendment to the Original Agreement is made with regard to the following recitals:

- A. Paragraph 19 on page 4 of the Original Agreement acknowledges that the parties understand that this Agreement may be modified only through a writing signed by all parties.
- B. The parties to the Original Agreement have agreed that additional funding is required to complete the IRWMP in accordance with new Department of Water Resources guidelines.
- C. On or about December 7, 2012, RMC Water and Environment (Consultant) submitted a budget augmentation for additional tasks and costs requested by the parties for the completion of work related to the Integrated Regional Water Management Plan (IRWMP), which is attached as Attachment "B".
- D. The parties to the Original Agreement have agreed that the City of Modesto will advance additional funding not to exceed \$169,683 toward completion of the IRWMP, which includes a maximum of 2% of the cost

OK for Agenda


of consultant services for out-of-pocket administrative costs.

NOW, THEREFORE, in consideration of this Amendment to Cost Sharing Agreement, and the mutual promises, covenants, and stipulations contained in the Original Agreement and this Amendment to Agreement, the parties agree as follows:

1. The parties agree to each of the recitals set out above is factually true and correct.

2. Paragraph 1 of the Original Agreement is deleted, and the following Paragraph 1 shall be substituted in its place:

“Each of the parties shall ultimately contribute their percentage share of the cost of work proposed to be done by consultants as set forth in the document attached hereto as Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment. In the event that other entities are made parties to this Agreement they will do so on condition that they pay a share of the IRWMP costs agreed upon by the previous parties to the Agreement.”

3. Paragraph 2 of the Original Agreement is deleted, and the following Paragraph 2 shall be substituted in its place:

“The City of Modesto will advance funding not to exceed \$411,133 toward the completion of an IRWMP, which includes a maximum of 2% of the cost of consultant services for out-of-pocket administrative costs.”

4. Paragraph 3 of the Original Agreement is deleted, and the following Paragraph 3 shall be substituted in its place:

“The parties agree to employ a consultant to undertake and complete the scope of services set forth in the documents attached hereto as Attachment “2” to the Original Agreement and Attachment “B” to this First Amendment. The parties further agree that the consultant shall be retained by means of the Original Agreement for Consultant Services attached hereto as Attachment “3” and Attachment “C” to this First Amendment, and also by means of the Amendment to Agreement for Consultant Services attached hereto as Attachment “D”.

5. Paragraph 7 of the Original Agreement is deleted, and the following Paragraph 7 shall be substituted in its place:

“In the event that monies remain following completion of the work by consultant(s) and full payment therefore, such monies shall be redistributed to the parties in accordance with their percentage in Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment.

6. Paragraph 8 of the Original Agreement is deleted, and the following Paragraph 8 shall be substituted in its place:

“In the event that any Planning Grant monies are awarded toward the IRWMP effort, such monies shall be applied as recoverable

costs to the IRWMP for each of the parties in accordance with their percentage share in Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment.”

7. Paragraph 13 of the Original Agreement is deleted, and the following Paragraph 13 shall be substituted in its place:

“The parties may terminate this contract upon mutual written agreement. In the event that they do so, and funds remain in Modesto’s IRWMP account that was provided pursuant to this Agreement, such funds shall be redistributed to the parties in accordance with Attachment “1” to the Original Agreement and Attachment “A” to this First Amendment.”

8. Except as herein amended or modified, the provisions of the Original Agreement are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Cities of Ceres, Hughson, Turlock, and Modesto authorize the execution of this Amendment to Cost Sharing Agreement to defray expenses associated with preparation of an Integrated Regional Water Management Plan, as evidenced by the signatures below:

CITY OF CERES

Date: _____

By: _____

Its: City Manager _____

CITY OF MODESTO

Date: _____

By: _____

Its: City Manager _____

CITY OF HUGHSON

Date: _____

By: _____

Its: City Manager _____

CITY OF TURLOCK

Date: _____

By: _____

Its: City Manager _____

ATTACHMENT "A"

TURLOCK	20.0 %
MODESTO	61.0 %
CERES	12.0 %
HUGHSON	7.0 %

Note: Cost allocation:

1. 20% of the cost shall be allocated equally among participating cities, and
2. 80% of the cost shall be allocated in proportion to the sum of each city's FY 2010/2011 actual water and wastewater revenues divided by the sum of FY 2010/2011 actual water and wastewater revenues for all participating cities.



December 7, 2012

Jim Alves
Utility Planning & Projects Department
City of Modesto
1010 10th Street
Modesto, CA 95354

Subject: Request for Amendment to Contract for Consultant Services for the East Stanislaus Integrated Regional Water Management Plan

Dear Jim:

As we discussed earlier this week, RMC Water and Environment (RMC) is hereby formally requesting a modification to our existing agreement with the City of Modesto (City) for preparation of an Integrated Regional Water Management (IRWM) Plan for the East Stanislaus IRWM region. The existing agreement, and its associated scope of work, was based on the IRWM Guidelines that were available at the time of the contract execution on June 22, 2010. Since that time, the California Department of Water Resources (DWR) released their *Guidelines for Proposition 84 & Proposition 1E Integrated Regional Water Management* (in August of 2010) and have more recently released their revised *Integrated Regional Water Management Draft Guidelines* (on November 30, 2012). Both the 2010 Guidelines and the recently-released final revised guidelines have set forth new requirements for IRWM plans. We are therefore requesting that the contracted budget and schedule included in our June 22, 2010 agreement be revised to reflect changes in IRWM planning requirements as set forth by DWR in their 2010 Guidelines and draft 2012 Guidelines.

The scope of work included in our 2010 agreement with the City includes two phases of work for completing the IRWM planning effort. Phase I includes establishing the regional water management group and preparing the Regional Acceptance Process (RAP) application. This phase of work was successfully completed, and the East Stanislaus IRWM region became a formally-accepted IRWM region in July of 2011. Phase II of the contracted scope of work includes formation of an IRWM plan development management group, solicitation and prioritization of projects for inclusion in the IRWM plan, and preparation of the plan itself. Work has begun on this phase of work, and it is the Phase II scope of work that needs to be modified to reflect the revised plan requirements that are described in DWR's draft revised guidelines.

2001 North Main Street
Suite 400
Walnut Creek, CA 94596
ph: 925.627.4100
fax: 925.627.4101
www.rmcwater.com

December 7, 2012

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At present, under the Phase II scope of services, RMC has worked with the region to form the required governance committees (an IRWMP Steering Committee [SC] and Public Advisory Committee [PAC]), conducted multiple meetings regarding the IRWMP preparation (including two public workshops and multiple progress, SC, and PAC meetings), developed a East Stanislaus IRWM planning website as well as a project solicitation and management website, and worked with the PAC and SC to identify regional goals and objectives, identify and perform outreach to disadvantaged communities (DACs), develop a project prioritization methodology, solicit projects for inclusion in the IRWMP, and analyze and prioritize those projects. Additionally, RMC has begun preparation of multiple sections of the IRWMP, including required chapters describing the region, its governance organization and outreach, and its vision, goals and objectives for regional water management. Although some of the sections of the Plan have been started, none are entirely complete. In order to prepare an IRWMP to meet the November 2012 revised guidelines, RMC proposes amending the following tasks:

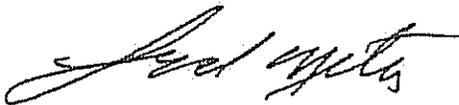
- Task 5 – IRWMP Projects: Subtask 5.4, Assessment of Project Integration and Implementation, would be expanded to include new IRWMP requirements regarding project impacts and benefits, and preparation of plan appendices documenting the project solicitation and prioritization process.
- Task 6 – IRWMP Preparation: This task includes preparation of all required IRWMP sections. To this end, this task has been expanded to ensure the incorporation of all new plan standard requirements.
- Task 7 – Phase II Project Management: This task has been expanded to include seven planned SC and PAC meetings, and two public workshops, in addition to additional project management and coordination funding required due to the extended length of the project.

Budget and Schedule

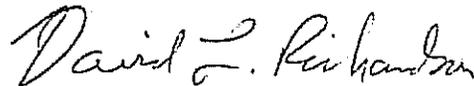
We are requesting \$151,502 in additional funding to complete the East Stanislaus IRWM Plan to comply with DWR's November 2012 revised guidelines. The attached table provides a detailed breakdown of this budget by task. We anticipate that, with this additional funding, the East Stanislaus IRWMP can be completed by May of 2013, providing for plan adoption prior to the required date for receipt of Proposition 84 Round 2 Implementation Grant funding (presently set as August 2013), should the region choose to pursue that opportunity.

Thank you again for this opportunity to continue RMC's service to the City of Modesto and the East Stanislaus IRWM region.

Sincerely,



Lyndel Melton, P.E.
Principal-in-Charge



David L. Richardson, P.E.
Project Manager

cc: Jack Bond, City of Modesto



City of Modesto

East Stanislaus Integrated Regional Water Management Plan Contract Amendment

Fee Estimate

Task	RMC Labor				Total Labor Cost (1)	RMC Materials				Subtotal	ODCS	Total
	Project Manager	Deputy PM	IRWMP	Other		Public Process	Equipment	Contract Estimating	Subtotal			
1.01 IRWMP Project												
1.1. Develop Final Project Schedule Process					\$0				\$0			\$0
1.2. Develop RMA Plan Project Implementation Process					\$0				\$0			\$0
1.3. Develop RMA Plan Project Plan LA					\$7,350				\$0			\$7,350
1.4. Assessment of Project Integration and Implementation					\$16,275				\$0			\$16,275
Subtotal Task 1					\$23,625				\$0			\$23,625
2.01 IRWMP Implementation												
2.1. Prepare Draft IRWMP					\$45,610				\$0			\$45,610
2.2. Prepare Final IRWMP					\$22,970				\$0			\$22,970
Subtotal Task 2					\$68,580				\$0			\$68,580
3.01 IRWMP Project Implementation												
3.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
3.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 3					\$40,980				\$0			\$40,980
4.01 IRWMP Project Implementation												
4.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
4.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 4					\$40,980				\$0			\$40,980
5.01 IRWMP Project Implementation												
5.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
5.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 5					\$40,980				\$0			\$40,980
6.01 IRWMP Project Implementation												
6.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
6.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 6					\$40,980				\$0			\$40,980
7.01 IRWMP Project Implementation												
7.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
7.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 7					\$40,980				\$0			\$40,980
8.01 IRWMP Project Implementation												
8.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
8.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 8					\$40,980				\$0			\$40,980
9.01 IRWMP Project Implementation												
9.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
9.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 9					\$40,980				\$0			\$40,980
10.01 IRWMP Project Implementation												
10.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
10.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 10					\$40,980				\$0			\$40,980
11.01 IRWMP Project Implementation												
11.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
11.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 11					\$40,980				\$0			\$40,980
12.01 IRWMP Project Implementation												
12.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
12.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 12					\$40,980				\$0			\$40,980
13.01 IRWMP Project Implementation												
13.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
13.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 13					\$40,980				\$0			\$40,980
14.01 IRWMP Project Implementation												
14.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
14.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 14					\$40,980				\$0			\$40,980
15.01 IRWMP Project Implementation												
15.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
15.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 15					\$40,980				\$0			\$40,980
16.01 IRWMP Project Implementation												
16.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
16.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 16					\$40,980				\$0			\$40,980
17.01 IRWMP Project Implementation												
17.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
17.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 17					\$40,980				\$0			\$40,980
18.01 IRWMP Project Implementation												
18.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
18.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 18					\$40,980				\$0			\$40,980
19.01 IRWMP Project Implementation												
19.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
19.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 19					\$40,980				\$0			\$40,980
20.01 IRWMP Project Implementation												
20.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
20.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 20					\$40,980				\$0			\$40,980
21.01 IRWMP Project Implementation												
21.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
21.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 21					\$40,980				\$0			\$40,980
22.01 IRWMP Project Implementation												
22.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
22.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 22					\$40,980				\$0			\$40,980
23.01 IRWMP Project Implementation												
23.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
23.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 23					\$40,980				\$0			\$40,980
24.01 IRWMP Project Implementation												
24.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
24.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 24					\$40,980				\$0			\$40,980
25.01 IRWMP Project Implementation												
25.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
25.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 25					\$40,980				\$0			\$40,980
26.01 IRWMP Project Implementation												
26.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
26.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 26					\$40,980				\$0			\$40,980
27.01 IRWMP Project Implementation												
27.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
27.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 27					\$40,980				\$0			\$40,980
28.01 IRWMP Project Implementation												
28.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
28.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 28					\$40,980				\$0			\$40,980
29.01 IRWMP Project Implementation												
29.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
29.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 29					\$40,980				\$0			\$40,980
30.01 IRWMP Project Implementation												
30.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
30.2. Phase II Project Management, Inverse Progress Reports					\$10,180				\$0			\$10,180
Subtotal Task 30					\$40,980				\$0			\$40,980
31.01 IRWMP Project Implementation												
31.1. Phase II Modeling and Workshops					\$30,800				\$0			\$30,800
31.2. Phase II Project Management, Inverse Progress Reports												

**AGREEMENT FOR CONSULTANT SERVICES FOR THE
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

THIS AGREEMENT, made and entered into in the City of Modesto, State of California, this 22 day of June, 2010, ("Effective Date") by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter referred to as "City", and RMC WATER AND ENVIRONMENT, a California corporation, hereinafter referred to as "Consultant".

This Agreement is made with regard to the following recitals:

- A. The City has determined that an Integrated Regional Water Management Plan should be prepared for the City.
- B. Consultant represents that it is qualified, willing and able to provide the services to prepare said document(s).

NOW, THEREFORE, in consideration of this agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES.

Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents attached hereto and referred to as Exhibit "A" or "project". The Consultant shall perform the services as described in Exhibit "A" in a manner compatible with the standards of its profession, and shall produce a fully complete project that is acceptable to City.

2. TERM OF AGREEMENT.

This Agreement is effective as of the date first written above and will continue in effect until City's acceptance of and payment for all services authorized by City and

performed by Consultant, unless terminated earlier in accordance with the provisions of the termination clause in this Agreement.

Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents commonly referred to as "project" attached hereto as Exhibit "A" and made a part hereof. City hereby gives Consultant notice to proceed with the preparation of the project in the manner described in Exhibit "A", as of the Effective Date of this agreement. Consultant shall diligently proceed with the preparation of the project and agrees to complete said preparation within the time period set forth in Exhibit "A".

3. COMPENSATION.

Consultant agrees to accept a sum not to exceed \$215,580.00 (maximum compensation) as full remuneration for performing all services and furnishing all staffing and materials for Modesto in accordance with Exhibit "A" attached hereto and for performance by Consultant of all of its duties and obligations under this Agreement, except that additional services may be compensated as described below.

The Compensation shall be paid pursuant in the manner and at the times set forth below:

City shall pay Consultant on a time and materials basis for Consultant's actual costs for all work called for in Exhibit "A" to this Agreement. All work to be performed under this Agreement shall be billed at the hourly rates set forth in Exhibit "B" attached hereto, Consultant shall submit monthly invoices to City which include detailed tasks, hours worked, and billable rates for all work completed, and detailed receipts for any out-of-pocket costs paid by Consultant in connection with work performed on this project.

Additional services may be authorized by the City Manager in an amount up to, but not to exceed 10% of the agreed maximum compensation, or \$21,558.00. In the event that additional services are deemed necessary, the Consultant shall provide a written request to the City Manager indicating the reason for additional work, scope and cost of such work. The City Manager shall provide a written response to the request, either approving or denying the additional expenditure. If additional services are requested and approved, they will be billed at the hourly rates set forth in Exhibit "B" and may not exceed the amount requested and approved in writing by the City Manager. In that event, the new total compensation shall not exceed \$237,138.00. If additional services in excess of this amount are deemed necessary by City Staff, an amendment to this Agreement will be required and must be approved by the City Council prior to commencing the work, as provided in Paragraph 9 of this agreement.

4. OBLIGATIONS OF CONSULTANT.

Throughout the term of this Agreement, Consultant shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the City with the services contemplated by this Agreement. Consultant further warrants 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.

5. PERFORMANCE BY KEY EMPLOYEE.

Consultant has represented to City that Leslie Dumas, P.E., will be the person primarily responsible for the performance of the services referred to in this Agreement. City has entered into this Agreement in reliance on that representation by Consultant. Consultant

therefore agrees that twenty percent (20%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

6. OWNERSHIP OF DOCUMENTS/TITLE TO DATA.

Ownership of Documents

All reports, drawings, designs, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the City, and may be used by City as it may require without any additional cost to City. No reports shall be used by the Consultant for purposes other than this contract without the express prior written consent of City.

Title to Data

If, as a part of the agreement, Consultant is required to produce data such as, but not limited to, drawings, plans, specifications, calculations, models, flow diagrams, visual aids and other related materials, the originals of all such data generated under this agreement will be delivered to City upon the completion or termination of services under the contract.

All materials, documents, data or information obtained from the City data files or any City medium furnished to Consultant in the performance of this Agreement will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Consultant after termination of this Agreement without written consent of the City.

7. NEWS AND INFORMATION RELEASE.

Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Manager.

8. **INTEREST OF CONTRACTOR.**

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

9. **AMENDMENTS.**

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

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

10. **INDEPENDENT CONTRACTOR.**

All acts of Consultant, its agents, officers, and employees and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Consultant has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer, or employee of the City is to be considered an employee of Consultant. It is

understood by both Consultant and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

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

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

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

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

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

11. ASSIGNMENT.

Neither this Agreement nor any portion thereof shall be subcontracted or assigned without the express prior written consent of the City in each and every instance.

12. PATENT/COPYRIGHT MATERIALS.

Unless otherwise expressly provided in the contract, Consultant shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. Consultant shall furnish a warranty of such right to use to City at the request of City.

13. NOTICES.

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

FOR CONSULTANT: Name: RMC Water and Environment
Address: 2001 N. Main Street, Suite 400
Walnut Creek, CA 94596
Attention: Dave Richardson, P.E.
Phone: (925) 627-4100

FOR CITY: Name: City of Modesto
Address: P.O. Box 642
Modesto, CA 95353
Attention: Jack R. Bond, Senior Civil Engineer
Phone: (209) 577-5424

14. INSURANCE REQUIREMENTS.

The Consultant shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the City as may be required by the Risk Manager of the City. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the City by certified mail, return receipt requested, for all of the following stated insurance policies.

(a) Worker's Compensation - in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of \$1,000,000.

(b) General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 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. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent consultants and subcontractors; products and completed operations as applicable.

(c) Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

(d) Professional Liability insurance with a minimum limit of \$1,000,000 per claim and policy aggregate. If coverage is on a claims made basis it shall be maintained for at least three (3) years following completion of the work.

If at any time any of said policies shall be unsatisfactory to the City, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the City, the Consultant shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Consultant to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the City, may be forthwith declared suspended, or terminated. Failure of the Consultant to obtain and/or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Consultant concerning indemnification. The City, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation and Professional Liability. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the City, its agents, officers, employees, and volunteers for losses arising from work performed by Consultant for the City. The Consultant's insurance policy(ies) shall include a provision that the coverage is primary as respects the City; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Consultant must

deliver certificates evidencing existence of the insurance listed above to the City Clerk at the time the contract is signed.

CONSULTANT shall provide CITY with separate endorsements evidencing proof of the CITY's additional insured status as to both the general liability and automobile liability insurance policies. In addition, CONSULTANT shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

15. TERMINATION OF AGREEMENT.

Termination on Occurrence of Stated Events

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

Termination by City for Default of Consultant

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

Termination by Consultant for Default of City

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

Termination by City for Lack of Budgeted Funds

The City may terminate this Agreement effective July 1 of any given year upon the City's determination to not appropriate sufficient funds for this Agreement for the ensuing fiscal year. In such event City shall give Consultant not less than 30 days written notice.

Termination for Failure to Make Agreed-Upon Payments

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

Termination by City for Change of Consultant's Tax Status

If City determines that Consultant does not meet the requirements of federal and state tax laws for independent contractor status, City may terminate this Agreement by giving written notice to Consultant. The termination date shall be the effective date of the notice.

Voluntary Termination

The parties may terminate this contract upon mutual written Agreement.

In the Event of Termination

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

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

16. CERTIFIED PAYROLL REQUIREMENT.

For consultants performing field work on public works contracts on which prevailing wages are required: The Consultant shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

17. INDEMNITY.

The Consultant shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims,

losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Consultant, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

Consultant's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

18. DISPUTE RESOLUTION.

All claims, controversies, or disputes arising out of, or relating to the formation of this Agreement, or the breach, termination execution, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this contract provision shall be determined by binding arbitration in Modesto, California by one arbitrator, except as otherwise specified in this Agreement. The American Arbitration Association shall administer the arbitration under its Arbitration Rules then in effect, subject to the modifications of those rules contained in this paragraph. This agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration or court proceeding relating to or arising out of this provision shall be in Stanislaus County, California.

This paragraph is not intended to and does not waive the claim filing requirements found in California Government Code section 900 et seq. In the event that a timely and legally sufficient, arbitrable claim is filed by Consultant with City, and the claim is rejected

in whole or in part by City, this paragraph shall result in the conclusive, final, and binding resolution of all the issues presented in the claim by Consultant so long as any issues presented by the claim are arbitrable. Claims rejected by City or by operation of law, shall be submitted by Consultant to arbitration pursuant to the Arbitration Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection by City to Consultant. Otherwise, the claim or claims shall be deemed waived in their entirety.

The "fast track" rules of the American Arbitration Association shall apply to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS. In arbitration not proceeding under the "fast track" rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both City and Consultant shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right in an arbitration proceeding under the "fast track" rules.

Whether or not City and Consultant may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by, and the parties shall be bound by, the substantive law of the State of California, and not the Federal Arbitration Act at 9 USC Section 1 et seq.

The arbitrator may grant any remedy or relief deemed by the arbitrator just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator shall be empowered to award monetary sanctions against a party for failure of cooperation in the arbitration. The arbitrator shall, in written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this provision to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party's actual damages (excluding litigation costs and fees) against any party. This limitation of the arbitrator's powers under this Agreement shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

Consultant shall include in all subcontracts a specification whereby the subcontractor consents to being joined in an arbitration between City and Consultant involving the work of the subcontractor to be joined. Consultant's failure to do so shall be a breach of this Agreement.

The parties hereby waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator's award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.

19. ENTIRE AGREEMENT.

This Agreement and its exhibits contain the entire understanding between Consultant and City. Additional or new terms contained in this Agreement which vary from Consultant's proposal are controlling and are deemed accepted by Consultant by shipment of any article or other commencement of performance hereunder. All previous proposals, offers and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the parties.

20. **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.

21. **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.

22. **AUDIT.**

The City's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

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

23. **GOVERNING LAW.**

This Agreement shall be governed according to the laws of the State of California.

24. **HEADINGS NOT CONTROLLING.**

Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

25. **COMPLIANCE WITH LAWS.**

Consultant shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. Consultant shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

26. **CITY BUSINESS LICENSE.**

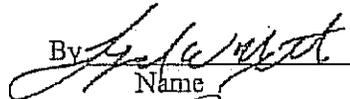
Consultant will have a City of Modesto business license.

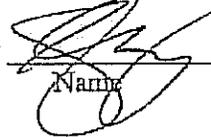
IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2010-277, adopted by the Council of the City of Modesto on the 22 day of June, 2010, and RMC WATER AND ENVIRONMENT has caused this agreement to be duly executed in duplicate as of the Effective Date.

CITY OF MODESTO,
a municipal corporation

RMC WATER AND ENVIRONMENT,
a California corporation*

By 
GREG NYHOFF, City Manager

By  S. Via Pineda
Name Title

By  Vice President
Name Title

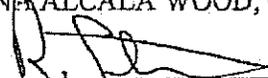
ATTEST:

(Seal)

By 
STEPHANIE LOPEZ, City Clerk

Consultant's Federal ID #94-3295096

APPROVED AS TO FORM:
SUSANA ALCALA WOOD, City Attorney

By 
ROLAND R. STEVENS, Assistant City Attorney

APPROVED AS TO FORM:

By 
MARY ALKIN, Risk Manager

* Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.

Partnership - signature of a partner required

Sole Proprietorship - signature of proprietor required

**AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES FOR THE
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

This Amendment to Agreement for Consultant Services is made with reference to the contractual agreement between the CITY OF MODESTO ("City") and RMC WATER AND ENVIRONMENT, a California corporation ("Consultant"), entered into by the parties on the 22nd day of June, 2010, hereinafter referred to as "Original Agreement".

This Amendment to Agreement for Consultant Services is made with regard to the following recitals:

A. Paragraph no. 9 "AMENDMENTS" on page 5 of the Original Agreement acknowledges the parties understand it may become desirable or necessary for City or Consultant to modify the scope of services provided for under the Agreement and any such modification must be in writing signed by both parties.

B. Paragraph no. 3 "COMPENSATION" on pages 2-3 of the Original Agreement for Consultant Services specifies the sum of \$215,580.00 as the total compensation Consultant agrees to accept for performing all services and furnishing all staffing and materials for the project as well as performance by Consultant of all of its duties and obligations required in the Original Agreement.

C. The First Additional Services Option for Consultant Services specifies the sum of \$21,424.00 as the total compensation Consultant agrees to accept for performing all services and furnishing all staffing and materials for the project as well as performance by Consultant of all of its duties and obligations required in the First Additional Services Option entered into by the parties on or about the 29th of November, 2012.

D. On or about December 7, 2012, Consultant submitted to the City a budget augmentation for additional tasks requested by the City to be added to the Original Agreement for the completion of work related to the Integrated Regional Water Management Plan (IRWMP) that are needed by the City, and are attached hereto as Exhibit "1" and incorporated herein by this reference. Exhibit "1" identifies additional tasks to be performed by Consultant as well as Consultant's costs for the additional tasks.

E. The estimated additional tasks result in increased costs as follows:

1. Task 5 – IRWMP Projects: Additional cost: \$22,685;
2. Task 6 – IRWMP Preparation: Additional cost: \$86,305;
3. Task 7 – Phase II Project Management: Additional cost: \$42,512;

F. The aforementioned estimated additional tasks increase the amount of the Original Agreement by **\$151,502.00**. The amounts listed above are the estimated level of effort for each task. In no case shall the total fee exceed the total contract amount under the Original Agreement and this First Amendment to Agreement without memorializing an additional written amendment to the original contract and must be signed by both parties.

G. The parties to the Original Agreement and to this Amendment to Agreement now understand and agree that it is necessary to modify paragraph no. 1 entitled **"SCOPE OF SERVICES"** on page 1 of the Original Agreement.

H. The parties to the Original Agreement and to this Amendment to Agreement now understand and agree it is necessary to modify paragraph no. 3 entitled **"COMPENSATION"** on pages 2-3 of the Original Agreement.

I. The parties to the Original Agreement and to this Amendment to Agreement further understand and agree the Original Agreement is modified solely by the modifications contained in this Amendment to Agreement and in no other way whatsoever.

NOW, THEREFORE, in consideration of this Amendment to Agreement, and the mutual promises, covenants, and stipulations contained in the Original Agreement for Consultant Services and this Amendment to Agreement, the parties agree as follows:

1. The parties agree that each of the recitals set out above is factually true and correct.
2. Paragraph 1 entitled "**SCOPE OF SERVICES**" on page 1 of the Original Agreement shall be deleted and the parties agree to and hereby do substitute the following in its place:

SCOPE OF SERVICES.

Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents attached to the Original Agreement and referred to therein as Exhibit "A" or "Project". In addition, Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents attached to the Amendment to Agreement and referred to herein as Exhibit "1". The Consultant shall perform the services as described in the aforementioned Exhibit "A" and Exhibit "1" in a manner compatible with the standards of its profession and shall produce a fully complete project as described in Exhibit "A" and Exhibit "1" acceptable to City.

3. Paragraph no. 3 entitled "**COMPENSATION**" on pages 2-3 of the Original Agreement between the parties shall be deleted and the parties agree to and hereby do substitute the following in its place:

COMPENSATION.

Consultant agrees to perform the work on a time and materials basis not to exceed \$388,506.00 (maximum compensation) for performing all services and furnishing all staffing and materials called for in Exhibits "A" and "B" to the Original Agreement and in Exhibit "1" to this Amendment to Agreement as well as for performance by Consultant of all duties and obligations under the Original Agreement and the Amendment to Agreement.

The compensation shall be paid pursuant to and in the manner and at the time set forth below:

Professional services received by the City under the Original Agreement and this Amendment to Agreement shall be paid for on a "time and materials" basis with a "not to exceed" amount, as called for in Exhibits "A" and "B" of the Original Agreement and Exhibit "1" of the Amendment to Agreement. Consultant shall prepare and City agrees to pay Consultant on time and materials for monthly billings, which include detailed tasks, hours worked, and billable rates for work completed. The local agency shall reimburse the Consultant for actual costs (additional reimbursable expenses including, labor costs, employee benefits, overhead, sub-consultant travel expenses and other direct costs) incurred by the Consultant in performance of the work called for in Exhibits "A" and "B" of the Original Agreement and Exhibit "1" of this Amendment to Agreement on the monthly billings, which include detailed receipts for actual costs paid by Consultant in the interest of the project.

Additional services may be authorized by the City Manager in an amount up to, but not to exceed 3.9% of the agreed maximum compensation, or \$15,151.00. In the event that additional services are deemed necessary, the Consultant shall provide a written request to the City Manager indicating the reason for additional work, scope, and cost of such work. The City Manager shall provide a written response to the request, either approving or denying the additional expenditure. If additional services are requested and approved, they will be billed at the hourly rates set forth in Exhibit "1" and may not exceed the amount requested and approved in writing by the City Manager. In that event, the new total compensation shall not exceed \$403,657.00. If additional services in excess of this amount are deemed necessary by City Staff, a second amendment to the Original Agreement will be required and must be approved by the City Council prior to commencing the work, as provided in Paragraph 9 of the Original Agreement.

4. Except as herein amended or modified, the provisions of the Original Agreement are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Amendment to Agreement for Consultant Services in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2013-_____, adopted by the Council of the City of Modesto on the _____ day of _____, 2013, and RMC WATER AND ENVIRONMENT has caused this Amendment to Agreement to be duly executed in duplicate.

CITY OF MODESTO,

RMC WATER AND ENVIRONMENT
a California corporation*

By: _____
GREG NYHOFF, City Manager

By: _____
Name Title

By: _____
Name Title

ATTEST:

(SEAL)

By: _____
STEPHANIE LOPEZ, City Clerk

Consultant's Federal ID # _____

APPROVED AS TO FORM:
SUSANA ALCALA WOOD, City Attorney

By: _____
ROLAND R. STEVENS, Special Counsel

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.*

Partnership - signature of a partner required

Sole Proprietorship - signature of proprietor required

By: _____
MARY AKIN, Risk Manager



December 7, 2012

Jim Alves
Utility Planning & Projects Department
City of Modesto
1010 10th Street
Modesto, CA 95354

Subject: Request for Amendment to Contract for Consultant Services for the East Stanislaus Integrated Regional Water Management Plan

Dear Jim:

As we discussed earlier this week, RMC Water and Environment (RMC) is hereby formally requesting a modification to our existing agreement with the City of Modesto (City) for preparation of an Integrated Regional Water Management (IRWM) Plan for the East Stanislaus IRWM region. The existing agreement, and its associated scope of work, was based on the IRWM Guidelines that were available at the time of the contract execution on June 22, 2010. Since that time, the California Department of Water Resources (DWR) released their *Guidelines for Proposition 84 & Proposition 1E Integrated Regional Water Management* (in August of 2010) and have more recently released their revised *Integrated Regional Water Management Draft Guidelines* (on November 30, 2012). Both the 2010 Guidelines and the recently-released final revised guidelines have set forth new requirements for IRWM plans. We are therefore requesting that the contracted budget and schedule included in our June 22, 2010 agreement be revised to reflect changes in IRWM planning requirements as set forth by DWR in their 2010 Guidelines and draft 2012 Guidelines.

The scope of work included in our 2010 agreement with the City includes two phases of work for completing the IRWM planning effort. Phase I includes establishing the regional water management group and preparing the Regional Acceptance Process (RAP) application. This phase of work was successfully completed, and the East Stanislaus IRWM region became a formally-accepted IRWM region in July of 2011. Phase II of the contracted scope of work includes formation of an IRWM plan development management group, solicitation and prioritization of projects for inclusion in the IRWM plan, and preparation of the plan itself. Work has begun on this phase of work, and it is the Phase II scope of work that needs to be modified to reflect the revised plan requirements that are described in DWR's draft revised guidelines.

2001 North Main Street
Suite 400
Walnut Creek, CA 94596
ph: 925.627.4100
fax: 925.627.4101
www.rmewater.com

At present, under the Phase II scope of services, RMC has worked with the region to form the required governance committees (an IRWMP Steering Committee [SC] and Public Advisory Committee [PAC]), conducted multiple meetings regarding the IRWMP preparation (including two public workshops and multiple progress, SC, and PAC meetings), developed a East Stanislaus IRWM planning website as well as a project solicitation and management website, and worked with the PAC and SC to identify regional goals and objectives, identify and perform outreach to disadvantaged communities (DACs), develop a project prioritization methodology, solicit projects for inclusion in the IRWMP, and analyze and prioritize those projects. Additionally, RMC has begun preparation of multiple sections of the IRWMP, including required chapters describing the region, its governance organization and outreach, and its vision, goals and objectives for regional water management. Although some of the sections of the Plan have been started, none are entirely complete. In order to prepare an IRWMP to meet the November 2012 revised guidelines, RMC proposes amending the following tasks:

- Task 5 – IRWMP Projects: Subtask 5.4, Assessment of Project Integration and Implementation, would be expanded to include new IRWMP requirements regarding project impacts and benefits, and preparation of plan appendices documenting the project solicitation and prioritization process.
- Task 6 – IRWMP Preparation: This task includes preparation of all required IRWMP sections. To this end, this task has been expanded to ensure the incorporation of all new plan standard requirements.
- Task 7 – Phase II Project Management: This task has been expanded to include seven planned SC and PAC meetings, and two public workshops, in addition to additional project management and coordination funding required due to the extended length of the project.

Budget and Schedule

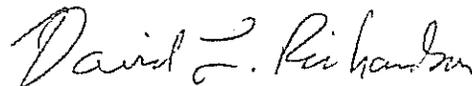
We are requesting \$151,502 in additional funding to complete the East Stanislaus IRWM Plan to comply with DWR's November 2012 revised guidelines. The attached table provides a detailed breakdown of this budget by task. We anticipate that, with this additional funding, the East Stanislaus IRWMP can be completed by May of 2013, providing for plan adoption prior to the required date for receipt of Proposition 84 Round 2 Implementation Grant funding (presently set as August 2013), should the region choose to pursue that opportunity.

Thank you again for this opportunity to continue RMC's service to the City of Modesto and the East Stanislaus IRWM region.

Sincerely,

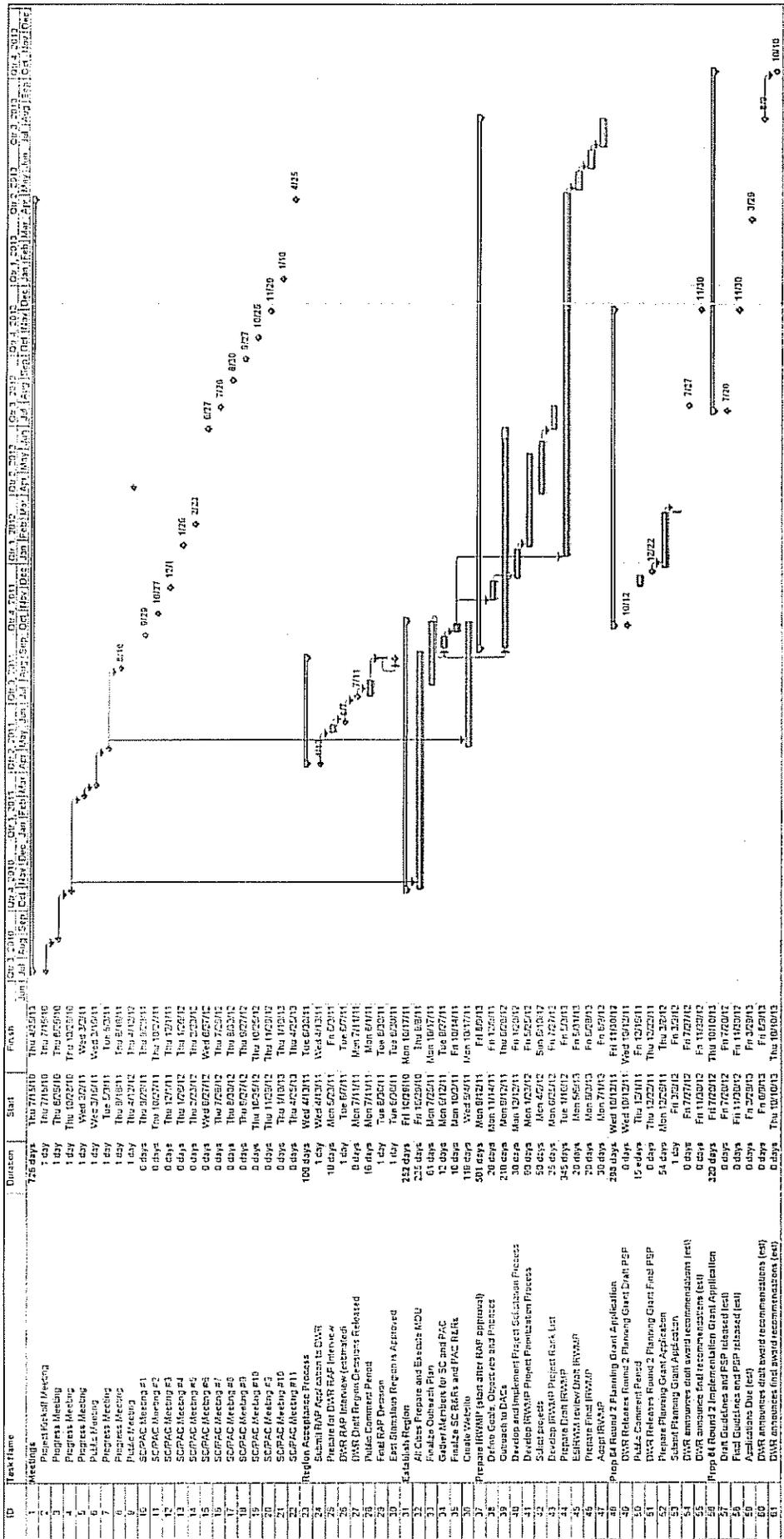


Lyndel Melton, P.E.
Principal-in-Charge



David L. Richardson, P.E.
Project Manager

cc: Jack Bond, City of Modesto



ID	Task Name	Duration	Start	Finish
1	Region Acceptance Process	1 day	Thu 7/18/90	Thu 7/18/90
2	Prepare for DWR RFP Application to DWR	1 day	Thu 7/18/90	Thu 7/18/90
3	DWR RFP Review/Retraining	1 day	Thu 7/18/90	Thu 7/18/90
4	DWR Draft Region/Division Released	1 day	Thu 7/18/90	Thu 7/18/90
5	Establish Region	1 day	Thu 7/18/90	Thu 7/18/90
6	Finalize SC BARs and PAC Reits	1 day	Thu 7/18/90	Thu 7/18/90
7	Prepare IRWAP (Station after RAR approval)	1 day	Thu 7/18/90	Thu 7/18/90
8	Develop and Implement Project Collaboration Process	1 day	Thu 7/18/90	Thu 7/18/90
9	Develop IRWAP Project Implementation Process	1 day	Thu 7/18/90	Thu 7/18/90
10	Prepare Final IRWAP	1 day	Thu 7/18/90	Thu 7/18/90
11	Propose Round 2 Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
12	DWR Releases Round 2 Planning Grant Draft PEP	1 day	Thu 7/18/90	Thu 7/18/90
13	PAC Comment Period	1 day	Thu 7/18/90	Thu 7/18/90
14	Prepare Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
15	Submit Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
16	DWR announces final award recommendations (rel)	1 day	Thu 7/18/90	Thu 7/18/90
17	Propose Round 2 Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
18	DWR Releases Round 2 Planning Grant Draft PEP	1 day	Thu 7/18/90	Thu 7/18/90
19	PAC Comment Period	1 day	Thu 7/18/90	Thu 7/18/90
20	Prepare Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
21	Submit Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
22	DWR announces final award recommendations (rel)	1 day	Thu 7/18/90	Thu 7/18/90
23	Propose Round 2 Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
24	DWR Releases Round 2 Planning Grant Draft PEP	1 day	Thu 7/18/90	Thu 7/18/90
25	PAC Comment Period	1 day	Thu 7/18/90	Thu 7/18/90
26	Prepare Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
27	Submit Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
28	DWR announces final award recommendations (rel)	1 day	Thu 7/18/90	Thu 7/18/90
29	Propose Round 2 Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
30	DWR Releases Round 2 Planning Grant Draft PEP	1 day	Thu 7/18/90	Thu 7/18/90
31	PAC Comment Period	1 day	Thu 7/18/90	Thu 7/18/90
32	Prepare Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
33	Submit Planning Grant Application	1 day	Thu 7/18/90	Thu 7/18/90
34	DWR announces final award recommendations (rel)	1 day	Thu 7/18/90	Thu 7/18/90



Fee Estimate

City of Modesto
East Stanislaus Integrated Regional Water Management Plan Contract Amendment

Task	Project Manager		Deputy PM		RWSIP		Economic Analysis		Public Process		Cost Estimating		DDC	T&E
	2235	2210	2210	175	175	115	155	Public Process	Economic Analysis	Cost Estimating	DDC	T&E		
5.1. Develop and Implement Project Solicitation Process	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.2. Develop RWSIP From Project Solicitation Process	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.3. Develop RWSIP Plan Project Risk List	10	10	30	30	40	40	\$7,250	\$7,250	\$7,250	\$7,250	\$7,250	\$7,250	\$7,250	\$7,250
5.4. Assessment of Project Integration and Implementation	35	35	45	45	50	50	\$15,225	\$15,225	\$15,225	\$15,225	\$15,225	\$15,225	\$15,225	\$15,225
Subtotal Task 5:	0	45	75	75	0	0	\$22,575	\$22,575	\$22,575	\$22,575	\$22,575	\$22,575	\$22,575	\$22,575
6.1. Prepare Draft RWSIP	12	45	100	100	15	15	\$45,010	\$45,010	\$45,010	\$45,010	\$45,010	\$45,010	\$45,010	\$45,010
6.2. Prepare Final RWSIP	6	30	60	60	4	4	\$22,930	\$22,930	\$22,930	\$22,930	\$22,930	\$22,930	\$22,930	\$22,930
Subtotal Task 6:	18	75	160	160	19	19	\$67,940	\$67,940	\$67,940	\$67,940	\$67,940	\$67,940	\$67,940	\$67,940
7.1. Phase II Modeling and Work hours	4	40	60	60	160	160	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
7.2. Phase II Project Management, Invoice, Progress Reports	4	120	60	60	52	52	\$10,100	\$10,100	\$10,100	\$10,100	\$10,100	\$10,100	\$10,100	\$10,100
Subtotal Task 7:	8	160	120	120	212	212	\$40,100	\$40,100	\$40,100	\$40,100	\$40,100	\$40,100	\$40,100	\$40,100
TOTAL PROJECT	26	280	455	455	181	181	\$132,615	\$132,615	\$132,615	\$132,615	\$132,615	\$132,615	\$132,615	\$132,615

1. The individual hourly rates include salary, overhead and profit.
 2. Subcontractors will be bid at actual cost plus 10%.
 3. Other direct costs (DDCs) such as reproduction, delivery, mileage fees will be charge forward by contract (RWS guidelines), and travel expenses, will be bid at actual cost plus 10%.
 4. RMC reserves the right to adjust its hourly rates structure and DDC markup at the beginning of the calendar year for all ongoing contracts.



Council Synopsis

February 12, 2013

51

From: Dan Madden, Municipal Services Director

Prepared by: Michael Cooke, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a restructuring in the scope of work for the North Valley Regional Recycled Water Program (NVRWWP) to focus on the Delta Mendota Canal (DMC) conveyance option as the preferred alternative and to authorize the City Manager to execute any and all documents pertaining thereto

2. DISCUSSION OF ISSUE:

On April 27, 2010, the Turlock City Council entered into a Memorandum of Understanding (MOU) with City of Modesto, City of Ceres, Stanislaus County, and the Del Puerto Water District for the North Valley Regional Recycled Water Project Collaborative Partnership.

The main purpose of the Collaborative Partnership is to investigate the feasibility of delivering recycled water to drought-impacted farmlands on the west side of Stanislaus County, primarily the Del Puerto Water District. This innovative project has become known as the North Valley Regional Recycled Water Program (NVRWWP). The project has garnered significant legislative interest as a means to partially address Delta water supply reliability concerns.

For the project to be eligible for federal funding, however, it must be authorized in the federal appropriation process. There are several requirements that are essential for federal construction funding but, in particular, a Title XVI Feasibility Study must be completed to authorize the project.

On May 19, 2010, the Del Puerto Water District (District), on behalf of the Partnership, entered into a standard agreement with RMC Water and Environment to provide consulting services in support of the NVRWWP. The estimated cost of the Title XVI Feasibility Study was \$761,280. The partners applied for federal funding to pay for the feasibility study; unfortunately, the grant application was only partially successful.

From the work completed to date, it has been determined that the Delta Mendota Canal (DMC) conveyance alternative (i.e. a pipeline to the DMC) is far more cost-effective than a direct pipeline south to individual parcels within the Del Puerto Water District. Further, a direct pipeline to the DMC would allow for year-round discharge of recycled water, eliminating the need to store water or find an alternative use during the non-irrigation season. Indeed, the Partners have had discussions with the San Luis and Delta Mendota Water Authority who is interested in obtaining and using the recycled water to augment wildlife refuge water supply in the winter months pursuant to the terms of the 1994 Bay Delta Agreement.

Therefore, it is recommended that the project be re-structured to focus on the DMC conveyance option as the preferred alternative. This means that the following tasks must be completed for the Feasibility Analysis:

- Task 1 – Regulatory and Permitting Evaluation
- Task 2 – Water Rights Analysis Support
- Task 3 – Stakeholder Engagement Program
- Task 4 – Engineering/Technical Analyses
- Task 5 – Surface Water Modeling
- Task 6 – Program Funding Support and Coordination
- Task 7 – Feasibility Study
- Task 8 –Project Management and Coordination

As noted above, the Partnership was unsuccessful in obtaining grant funds for this work. Fortunately, in anticipation of an unsuccessful grant application, funds were allocated in the 2012-13 budget. It is estimated that the cost of the initial feasibility work as proposed above will be \$561,000. Pursuant to the terms of the MOU, Turlock's cost share of the project is 41.5%, for a total of \$232,815. This expense has already been budgeted in the 2012-13 fiscal year in the Water Quality Fund at 410.51.530.43340 "North Valley Regional Recycled Water Project." There is no change to the contract amount or Turlock's cost share; there is only a change in the scope of work to focus on DMC conveyance as the most feasible alternative.

Looking Ahead

Should the preliminary feasibility analysis indicate that the concept of DMC conveyance is acceptable, more detailed studies will have to be completed - CEQA / NEPA, etc. Strategically, staff hopes that by gaining initial acceptance for the conveyance of recycled water in the DMC, state and federal funding will be made available to complete the final feasibility studies and reports. Indeed, at the January 22, 2013 meeting, the City Council authorized Turlock to join the Bay

Area Recycled Water Coalition, a group of California public agencies focused on obtaining federal funding for recycled water projects.

Funding additional participation in the NVRWP will be a part of the 2013-14 budget process.

3. BASIS FOR RECOMMENDATION:

- A. It has been the City's long-term goal to remove its wastewater discharge from the San Joaquin River.
- B. Since the completion of tertiary treatment facilities at the Turlock Regional Water Quality Control Facility in 2006, Turlock's wastewater is now meets the definition of "recycled water," which allows for its unrestricted reuse.
- C. It is the City's goal to find a beneficial reuse for the City's recycled water. Providing recycled water to augment farmland irrigation supplies on the west side of Stanislaus County to improve the reliability of regional water supplies.
- D. Initial analysis indicates that a direct pipeline connection from the city's planned outfall, the Harding Drain Bypass, is the most cost effective and efficient means of conveying recycled water.
- E. A Title XVI Feasibility Analysis is a prerequisite to future federal and / or state funding for the NVRWP. The change in the scope of work will allow the Feasibility Analysis to proceed.

Strategic Plan Initiative: B) POLICY INITIATIVE - Fiscal Responsibility

Goal(s):

- a. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
- c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

There is no fiscal impact to restructuring the scope of work. The changes did not affect the cost of the feasibility analysis; they merely focus the effort on gaining approval to convey recycled in the DMC.

The work on the feasibility analysis has already been funded in the 2012-13 fiscal year in the Water Quality Fund at 410.51.530.43340 "North Valley Regional Recycled Water Project."

At a future date, most likely during consideration of the 2013-14 budget, additional funds may need to be allocated for the next phase of project planning in the event that the Bureau or other state / federal agency does not fund a portion of the study.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

A. Not approve the restructuring of the scope of work for the NVRRWP. This alternative is not recommended as failure to progress on the Feasibility Analysis could jeopardize future funding opportunities for the proposed project.



Council Synopsis

February 12, 2013

From: Erik Schulze, Parks, Recreation and Public Facilities Superintendent

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the contract renewal between the City of Turlock and the Turlock Umpire Group to officiate the adult league softball games

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Umpire Group (TUG), intend to renew a contract to officiate adult city league softball games for the calendar year of 2013. Adult city league softball games are played from late February to mid-November each year. The City and TUG have successfully partnered together to offer safe athletic opportunities in the past.

3. BASIS FOR RECOMMENDATION:

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

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

Goal(s): b-i Promote the usage of Pedretti Sport Complex and Gemperle Fields at Turlock/Stanslaus Regional Sports Complex, California State University Stanislaus, and Joe Debely Field resulting in economic benefits through increases in transient occupancy and sales tax

4. FISCAL IMPACT / BUDGET AMENDMENT:

The City of Turlock will pay TUG monthly according to invoices submitted by TUG to the City of Turlock. Invoices will be determined by the number of games played each night during the month. No additional monies are required for

this program. The contract is set for \$41,000 in expenses to pay for the officiating for the calendar year.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could choose not to enter into a contract with TUG to provide officiating for adult softball. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable sports activities.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TURLOCK UMPIRE GROUP
for
Officiating Adult League Softball Program
Contract No. 13-003

THIS AGREEMENT is made this 12th day of February, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, hereinafter referred to as "CITY" and **TURLOCK UMPIRE GROUP**, a California corporation, hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for softball officials; and

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

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

1. SCOPE OF WORK: INDEPENDENT CONTRACTOR shall provide officials for every sanctioned Adult Amateur Softball Association league game scheduled by the City of Turlock, Parks, Recreation and Public Facilities Division and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. INDEPENDENT CONTRACTOR shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, train and critique all umpires, at its sole cost and expense, as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services.

3. SAFETY REQUIREMENT: All Services and merchandise must comply with

OK for [unclear]
[Signature]

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

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Forty one thousand and no/100^{ths} Dollars (\$41,000.00). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of games needing officials. INDEPENDENT CONTRACTOR will be compensated only for games officiated. INDEPENDENT CONTRACTOR will submit an invoice to CITY each month for payment of officiated games.

(b) Payment:

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

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

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

(4) CITY will pay INDEPENDENT CONTRACTOR for services based on the following schedule:

Stand – by Official	\$12.00 per day
Single Official – 65 minute game	\$27.00 per game
Two Official – 75 minute game	\$34.00 per game

(c) Non-Appropriation of Funds:

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twelve months (12) beginning February 12, 2013 and ending February 11, 2014, subject to CITY's availability of funds.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

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

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

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

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

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

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

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

(f) Verification of Coverage: INDEPENDENT CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory

endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

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

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

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

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

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

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

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

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

It is further understood and agreed that INDEPENDENT CONTRACTOR shall not transport participants in the program at any time.

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

the project. Further, if CITY so requests, and at CITY's cost, INDEPENDENT CONTRACTOR shall deliver to CITY any work products whether in draft or final form which have been produced to date.

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

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

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

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

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

upon the provisions contained in this Agreement and no others.

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

16. OWNERSHIP OF DOCUMENTS: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For INDEPENDENT

CONTRACTOR: TURLOCK UMPIRE GROUP
2633 MAESTRO WAY
MODESTO CA 95355
PHONE: (209) 551-1952

For CITY:

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

SIGNATURE PAGE FOLLOWS

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

CITY OF TURLOCK, a municipal corporation

TURLOCK UMPIRE GROUP

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie Weaver, City Clerk, CMC

EXHIBIT A SCOPE OF SERVICE

PERFORMANCE OF DUTIES

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

SUBCONTRACTORS

In the event an **INDEPENDENT CONTRACTOR** will not be able to officiate due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, **INDEPENDENT CONTRACTOR** will implement the following procedure:

INDEPENDENT CONTRACTOR will secure a substitute contractor equally or better qualified to officiate program at the scheduled time and place.

SUPERVISION

INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the sporting event and to assume responsibility for officials discipline to ensure adequate protection for players and facility.

FACILITY

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

CONDUCT

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

COORDINATION OF WORK

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

**WAIVER OF
INSURANCE PROVISIONS
in Contract No.
between
THE CITY OF TURLOCK
and
TURLOCK UMPIRE GROUP**

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

1. **Automobile Liability Insurance**
Game officials will not be using an automobile as part of their work or service under this Agreement.

2. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.

Dated: February 12, 2013

Larry Mitts, President
Turlock Umpire Group

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



Council Synopsis

5K
February 12, 2013

From: Erik Schulze, Parks, Recreation and Public Facilities Superintendent

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Memorandum of Understanding between the City of Turlock and the Turlock Youth Soccer Association for the use of Turlock Regional Sports Complex for designated youth soccer programs and tournaments within the community

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Youth Soccer Association (TYSA), intend to work together to utilize Turlock Regional Sports Complex for designated youth soccer programs and tournaments. TYSA will offer affordable youth soccer programs within the community. The MOU will assure the use of Turlock Regional Sports Complex and allow TYSA to continue use of the facility. The city and TYSA have successfully partnered together in the past through the affiliate program.

3. BASIS FOR RECOMMENDATION:

To ensure the city and TYSA are adequately shielded from risk and liability; staff thoroughly evaluated the impacts of entering into a Memorandum of Understanding with TYSA. In order to contract with the City of Turlock, TYSA will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, and financial management, all of which are detailed in the MOU. Staff will work closely with TYSA to ensure all requirements are maintained for the life of the MOU.

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

Goal(s): b-i Promote the usage of Pedretti Sport Complex and Gemperle Fields at Turlock/Stanslaus Regional Sports Complex, California State University Stanislaus, and Joe Debely Field resulting in economic benefits through increases in transient occupancy and sales tax

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

At the conclusion of the program, the City of Turlock will invoice TYSA, for the use of Turlock Regional Sports Complex. The City of Turlock will bill TYSA at a rate of One Thousand Three Hundred Eighty dollars and no cents (\$1380.00) per day for use of Turlock Regional Sports Complex. No additional monies are required for this program. All monies collected will be in the Turlock Regional Sports Complex rental account.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could choose not to enter into a Memorandum of Understanding with TYSA for the use of Turlock Regional Sports Complex. With this alternative, there could be a potential loss of revenue and facility rentals, as well as a loss of affordable sports activities.



MEMORANDUM OF UNDERSTANDING
between
THE CITY OF TURLOCK
and
THE TURLOCK YOUTH SOCCER ASSOCIATION
For
USE OF TURLOCK REGIONAL SPORTS COMPLEX
Contract No. 13-004

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the CITY of Turlock (hereinafter "CITY") and Turlock Youth Soccer Association (hereinafter "TYSA") as of the 12th day of February, 2013.

WHEREAS, CITY has constructed the Turlock Regional Sports Complex (hereinafter "Facility") utilizing funds from the County of Stanislaus, a grant from the State of California, CITY funds and monies contributed to the Facility; and

WHEREAS, TYSA provides organized soccer competition for the youth of Turlock and the southern portion of Stanislaus County;

NOW, THEREFORE, the parties agree as follows:

1. TYSA shall be entitled to the exclusive use of the Facility for soccer from 7:00 A.M. to 5:30 P.M. for twelve (12) consecutive Saturdays beginning on the first Saturday after Labor Day in September of each year of this MOU (hereinafter "Regular Season").
2. TYSA shall be entitled to the exclusive use of the Facility from 7:00 A.M. to 5:30 P.M. for competitive soccer tournaments sponsored by TYSA to be held for two (2) days during a mutually agreed upon weekend in July, the last weekend of October, the third weekend in November and the second weekend of December of each year of this MOU.
3. The CITY will allow TYSA to administer and staff the parking lot concession at the Facility for the dates which they host tournaments. TYSA shall split all revenue received from the parking concession with the CITY on a 50/50 basis. The fees for operating the parking concession are payable within 72 hours from the conclusion of the tournament.
4. The term of this MOU shall be three (3) years beginning February 12, 2013 and ending February 11, 2016.
5. For the 12-week period of TYSA's Regular Season, the storage facility shall be made available to TYSA without cost. If TYSA desires to utilize the storage facility in the off-season, it will pay a One Hundred Dollar (\$100) monthly rental fee.

OSC for Agenda

[Signature]

6. CITY shall be responsible for maintenance of the Facility, providing trash receptacles, placement of field lines, and assisting in deployment (but not set-up) of goal cages.
7. Additional equipment or services, such as early access, tables, chairs, portable toilets, and public address systems are available for standard fees.
8. For the 2013 Regular Seasons, TYSA shall pay a base rental of \$1,380 per day, plus an annual cost-of-living adjustment based on increases in the Consumer Price Index (not to exceed 6%) for each subsequent year.
9. The daily rental for TYSA tournaments shall be a base rental fee of One Thousand Three Hundred Eighty Dollars (\$1,380) for the year 2013. In subsequent years, the rental amount shall be adjusted by an annual cost-of-living adjustment as set forth above.
10. All rent shall be paid forty-eight (48) hours in advance of use. Failure to timely pay shall result in cancellation of any scheduled use.

11. INSURANCE AND INDEMNIFICATION

INSURANCE: TYSA shall not commence use of facilities under this Agreement until TYSA has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall TYSA allow any other person to use the facilities until all similar insurance required of the person seeking to use the facilities shall have been so obtained and approved. TYSA 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 use of facility hereunder by TYSA, 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.
- (b) Minimum Limits of Insurance: TYSA 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.
- (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) TYSA 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 TYSA; and with respect to liability arising out of work or operations performed by or on behalf of TYSA, 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 TYSA 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, TYSA's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of TYSA's insurance and shall not contribute with it.

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

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

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

(f) Verification of Coverage: TYSA 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, TYSA hereby agrees to waive subrogation which any insurer of TYSA may acquire from TYSA by virtue of the payment of any loss. The commercial general liability policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by TYSA, its agents, employees, TYSAs and subcontractors. TYSA agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

INDEMNIFICATION: TYSA 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 TYSA, 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.

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

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

TYSA 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 TYSA in fulfillment of this Agreement. TYSA has control over the manner and means of performing the services under this Agreement. TYSA is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, TYSA has the responsibility for employing other persons or firms to assist TYSA in fulfilling the terms and obligations under this Agreement.

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

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

14. **VOLUNTARY TERMINATION:** Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to the other party.
15. **CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by TYSA in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.
16. **NONDISCRIMINATION:** In connection with the execution of this Agreement, TYSA shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. TYSA 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. TYSA 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, TYSA shall comply with the provisions of Section 1735 of the California Labor Code.
17. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. TYSA 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. TYSA specifically acknowledges that in entering into and executing this Agreement, TYSA relies solely upon the provisions contained in this Agreement and no others.
18. **OBLIGATIONS OF TYSA:** Throughout the term of this Agreement, TYSA shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. TYSA will maintain a valid Non-Profit status and Non-profit business license from the CITY of Turlock during the length of the MOU. TYSA must be registered with the Secretary of the State and also have a tax exemption certificate issued by the IRS & California Franchise Tax Board. A "Statement of Good Standing" from the Secretary of State must also accompany these documents. TYSA warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. TYSA 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.

19. **NEWS AND INFORMATION RELEASE:** TYSA 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.
20. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.
21. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** TYSA 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.*
22. **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:
23. TYSA understands the utilization of the Facilities provided for by this MOU is subject to existing CITY rules and regulations for use of CITY parks and facilities, and such other reasonable rules as may be necessary to provide for orderly and enjoyable use by everyone.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF TURLOCK, a municipal corporation

TURLOCK YOUTH SOCCER ASSOCIATION

By: _____
Roy R. Wasden, City Manager

By: _____

APPROVED AS TO FORM AND LEGALITY:

Print Name: _____

By: _____
Phaedra Norton, City Attorney

Title: _____

ATTEST:

By: _____
Kellie Weaver, City Clerk



Council Synopsis

February 12, 2013

5L

From: Robert A. Jackson, Chief of Police

Prepared by: Captain Jeff Lopes, Operations

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the relocation of the trunking radio system used by the City of Turlock from the Turlock Police Department to the Turlock Public Safety Facility, including the purchase of new equipment by Delta Wireless, Inc., of Turlock, California, in an amount not to exceed \$260,000

2. DISCUSSION OF ISSUE:

The Turlock Public Safety Facility was approved by Council following the results of the Public Safety Space Needs Assessment, completed in 2007.

The facility, at 244 N. Broadway, is designed to house the Turlock Police Department and the administrative portions of the Turlock Fire Department for the next twenty (20) years. It replaces facilities currently in use at 900 N. Palm St., including the radio tower. \$225,000 was allocated in the Public Safety Facility budget for moving the radio system.

The current six (6) channel trunking Motorola radio system used by Turlock Police, Turlock Fire, the City of Turlock, and California State University Stanislaus is nearing its end of life. It is expected to need replacement within the next seven (7) years, but is expected to meet the needs of the City until that time, although some replacement equipment may be used as new parts are no longer being manufactured. Staff researched options to move or replace the current system in 2012, with cost estimates ranging from \$250,000 to move the current system to \$1.5 million to replace the system, and received direction to plan moving the current radio system to the new facility.

Turlock Police Department contracts with Delta Wireless, Inc. of Turlock, California, for maintenance, parts, and other needs regarding the radio system. Delta Wireless, Inc. is an authorized Motorola distributor and service shop and has been the sole provider to install, update, and maintain the current Motorola radio system since the system was purchased. This has allowed staff at Delta

Wireless, Inc. to gain an extremely high level of familiarity and intimacy with our current radio system.

The six (6) channel trunking radio system consists of one (1) control channel and five (5) talk channels. This allows up to five (5) talk groups to be active at once, providing service for Turlock Police, Turlock Fire, Municipal Services, and California State University Stanislaus. Loss of a channel can result in delays to access the system until one of the remaining channels comes free, but the system remains active and in use.

A quote was requested from Delta Wireless, Inc. to relocate the current Motorola six-trunk radio system from 900 N. Palm St. to 244 N. Broadway, without losing use of the system during the move. This quote contains the labor and equipment needed to move three (3) of the dispatch consoles to the Public Safety Facility and utilize four (4) of the six (6) channels. After personnel are transferred to the new building, the remaining three (3) dispatch consoles and two (2) radio channels would also be transferred. During the lead up to the transfer and until the remaining equipment is brought over, the flexibility of the system would be restricted by fewer channels but the system would retain the ability to provide communications for the City of Turlock.

As Delta Wireless, Inc. has installed and serviced our current radio system since purchase, has great familiarity with the system maintenance history, and holds the current contract to service the radio system, staff is recommending the bid to move the current radio system be awarded to Delta Wireless, Inc. without compliance to the formal bid procedures as allowed within Turlock Municipal Code 2-7-08 (b)(6) "When Council shall have adopted a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure."

The quote received from Delta Wireless, Inc. is for a total of \$257,134.05. This is \$32,134.05 above the \$225,000 allocated in the Public Safety Facility budget. The Public Safety Facility budget does contain a Soft Cost Contingency of \$60,739. Staff is recommending use of this contingency to cover the cost to move the radio system.

3. BASIS FOR RECOMMENDATION:

- A. City Council authorization is required for purchases in excess of \$25,000
- B. Staff received direction to move, not replace, the current radio system

Strategic Plan Initiative: B. 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

Funding for this purchase was allocated as part of the Public Safety Facility Project. An amount of \$225,000 was set aside to relocate the radio system and an additional \$60,739 was set aside for soft cost contingency in line #305-40-441.51270.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could deny the purchase.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
RELOCATION OF THE TRUNKING RADIO }
SYSTEM USED BY THE CITY OF TURLOCK }
FROM THE TURLOCK POLICE }
DEPARTMENT TO THE TURLOCK PUBLIC }
SAFETY FACILITY, INCLUDING THE }
PURCHASE OF NEW EQUIPMENT BY }
DELTA WIRELESS, INC., OF TURLOCK, }
CALIFORNIA, IN AN AMOUNT NOT TO }
EXCEED \$260,000 }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the Turlock Public Safety Facility was approved by the City Council of the City of Turlock following the results of a Public Safety Space Needs Assessment, completed in 2007; and

WHEREAS, the Turlock Public Safety Facility at 244 N. Broadway replaces the buildings currently in use at 900 N. Palm St., including the radio tower; and

WHEREAS, the move into the newer facility necessitates moving the Motorola six channel trunking radio system used by the City of Turlock.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the relocation of the trunking radio system used by the City of Turlock, including the purchase of new equipment, by Delta Wireless, Inc. of Turlock, California, in an amount not to exceed \$260,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



WIRELESS, INC

Delta Wireless, Inc.

1342 Venture Lane
Turlock, CA, 95380
209-656-0210 fax 209-656-0975
California C7 Contractor's License: 748224

Project Number NO1010122A

SALES QUOTE

Customer
 Name _____
 Address _____
 City _____
 State _____
 Zip _____

Turlock PD

Contact Jeff Lopes
 Phone _____
 Fax _____
 Email _____
 Project _____
 Equipment Relocation

Dates
 Quote Issued 1/10/2013
 Customer P.O. _____

Product/Service Name

Quantity	Price	TOTAL
4	\$3,125.00	\$12,500.00
4	\$937.50	\$3,750.00
6	\$1,562.50	\$9,375.00
6	\$1,250.00	\$7,500.00
1	\$625.00	\$625.00
2	\$937.00	\$1,874.00
1	\$496.13	\$496.13
1	\$6,853.25	\$6,853.25
1	\$1,576.25	\$1,576.25
1	\$1,203.13	\$1,203.13
2	\$688.63	\$1,377.26
Subtotal Page 1		\$47,130.02
Subtotal Pages 2-6		\$68,265.31
Freight (Ground)		\$3,461.86
Taxable Subtotal		\$118,857.19
Tax		\$9,062.86
Nontaxable Labor		\$129,214.00
Fuel Surcharge		
TOTAL		\$257,134.05

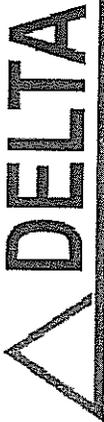
SCOPE OF WORK:

This quote is for relocation of the trunking system to the new police facility. New facility will be built out initially with 4 channels and 3 positions and then the remaining 2 channels and 3 positions will be built from equipment from the old facility after the move is made. Some equipment may be used as new parts are not available for all the equipment needed. Quote does not include any relicensing or coordination for the radio frequencies required by the move.

Sales/Offered By: _____
 Title: _____
 Phone Number: _____
 Engineered By (Initials): _____

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



WIRELESS, INC

Delta Wireless, Inc.

1342 Venture Lane
Turlock, CA 95380
209-656-0210 fax 209-656-0975
California C7 Contractor's License: 748224

Project Number NO1010122A

SALES QUOTE

Customer Name	Turlock PD	Contact	Jeff Lopes
Address		Phone	
City		Fax	
State		Email	
Zip		Project	Equipment Relocation

Dates	
Quote Issued	1/10/2013
Customer P.O.	

Product/Service Name	Quantity	Price	TOTAL
800 ANT	1	\$496.13	\$496.13
7/8 CABLE	700	\$5.40	\$3,780.00
N-Female	8	\$30.62	\$244.96
1/2 CABLE	400	\$2.23	\$892.00
N-Male 1/2 inch	14	\$23.47	\$328.58
POLY	2	\$55.80	\$111.60
POLY	4	\$55.80	\$223.20
Transmit Poly Phaser	1	\$85.50	\$85.50
1/2" Superflex	600	\$3.18	\$1,908.00
1/4" Superflex	120	\$1.42	\$170.40
N-MALE 1/2 Superflex	24	\$23.47	\$563.28
N-MALE 1/4 Superflex	20	\$21.04	\$420.80
Ant Bracket	7	\$937.50	\$6,562.50
18" Cable Runway Wall Bracket	4	\$37.38	\$149.52
18" Stringer Style Runway-Gray	7	\$135.63	\$949.41
90Deg Junction Clamp	2	\$12.75	\$25.50
Cable Runway Splice Kit	3	\$11.88	\$35.64
Runway Support Kit	14	\$13.63	\$190.82
End Support Kit Cable Tray	1	\$37.25	\$37.25
Subtotal Page 2		\$1,990.08	\$17,175.09

PAGE 2

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



WIRELESS, INC

Delta Wireless, Inc.

1342 Venture Lane
Turlock, CA 95380
209-656-0210 fax 209-656-0975
California C7 Contractor's License: 748224

Project Number NO1010122A

SALES QUOTE

Customer			
Name	Turlock PD	Contact	Jeff Lopes
Address		Phone	
City		Fax	
State		Email	
Zip		Project	Equipment Relocation

Dates	
Quote Issued	1/10/2013
Customer P.O.	

Product/Service Name	Quantity	Price	TOTAL
Angle Butt Splice Kit	1	\$17.38	\$17.38
Ceiling Hanger Bracket	28	\$10.25	\$287.00
Treaded Rod	24	\$85.20	\$2,044.80
7' Rack	6	\$161.17	\$967.02
Controller Codeplugs	1	\$2,500.00	\$2,500.00
Firmware Upgraded	1	\$12,500.00	\$12,500.00
Controler Cables	1	\$12,500.00	\$12,500.00
72" Rack Ground Bar	6	\$92.89	\$557.34
Ground Bus Bar	3	\$62.90	\$188.70
Misc Hardware	1	\$6,250.00	\$6,250.00
Electrical Work	1	\$6,250.00	\$6,250.00
CEB Cages	2	\$625.00	\$1,250.00
COIM Cards	3	\$312.50	\$937.50
AMI Card	1	\$312.50	\$312.50
TIMI Card	1	\$312.50	\$312.50
TBIM Cards	4	\$312.50	\$1,250.00
ACIM Cards	4	\$312.50	\$1,250.00
CEB Power Supply	1	\$1,250.00	\$1,250.00
7/8" Ground Kit	9	\$24.12	\$217.08
Subtotal Page 3			\$50,841.82

PAGE 3

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



Delta Wireless, Inc.
 1342 Venture Lane
 Turlock, CA 95380
 209-656-0210 fax 209-656-0975
 California C7 Contractor's License: 748224

Project Number NO1010122A

SALES QUOTE

Customer	Turlock PD	Contact	Jeff Lopes
Name		Phone	
Address		Fax	
City		Email	
State		Project	Equipment Relocation
Zip			

Dates	Quote Issued	1/10/2013
	Customer P.O.	

Product/Service Name	Quantity	Price	TOTAL
1/2" Ground Kit	12	\$20.70	\$248.40
Subtotal Page 4			\$248.40

PAGE 4

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



WIRELESS, INC

Delta Wireless, Inc.

1342 Venture Lane
Turlock, CA 95380
209-656-0210 Fax 209-656-0975
California C7 Contractor's License: 748224

Project Number NO1010122A

Terms and Conditions

Customer Name: Turlock PD, Contact: Jeff Lopes

Project: Equipment Relocation, Phone:

Dates: Quote Issued: 1/10/2013, Customer P.O.:

TERMS AND CONDITIONS (Initial and Accept or Deny in the places provided)

- 1) Installation contract: This quote is based upon detailed information provided to Delta Wireless, Inc. by the quoted customer. Signing this quote formally constitutes a signed contract for products and services between Delta Wireless, Inc. and the customer.
2) Adds, moves and changes to the scope of work described within this quote must result in a written change order signed by both parties, prior to the re-ordering or reconfiguration of any product or service provided on this quote.
3) Remobilization charges (depending on distance) will be added to this quote if the vehicle and/or site are not available at the time and place scheduled with the customer, or is not in the condition or configuration described by the customer.
4) Used equipment will be installed at the customer's own risk. Appearance and performance will not be improved by installation. Customers have the responsibility to inform Delta of equipment deficiencies prior to installation. Delta will be glad to provide a quote for the repair and/or replacement of any equipment.
5) Work Delay: Installation will begin only after all equipment to be installed is physically on hand and ready for installation. A delay in the work schedule may occur if the customer requests "Adds, moves or changes" to this quotation or if a previously unknown or undisclosed condition is discovered during installation that alters the work required. If a "change order" results, a minimum of one hour may be charged and/or travel time assessed for the remobilization of labor on the project.
6) Restocking and freight: A 25% restocking fee will be added to the change order for any product returned by Delta, on the customer's behalf. If the equipment has already been installed and the product cannot be returned to the manufacturer, the customer must pay in full. Additional freight charges, if required, will be added to the change order.
7) Payment for equipment due upon receipt of equipment.
8) Labor payment due upon completion of contract.
9) Labor warranty 30 days. Does not cover labor required to troubleshoot and repair/replace defective equipment.
10) Video system extended labor warranty: Delta offers an extended labor warranty to bridge the gap between the video equipment manufacturer's parts warranty and the cost of triage, analyzing, tracking, shipping, interfacing with the manufacturer, re-installing and testing the repaired video equipment. Each system is specific and unique requiring a quote. Please contact Delta Wireless at the number above.
11) Equipment warranty: Manufacturer's warranty applies. All labor to troubleshoot, reprogram, and reinstall equipment will not be included in the warranty. Freight charges to the manufacturer will not be included.
12) Non-Solicitation: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees; (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity; (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the customer or any other person or entity.
13) Integration: Delta has provided a diligent work effort to identify the complexity, reliability and compatibility of the integration required within the system design of this surveillance video solution. Manufacturers differ on their understanding, interpretation and documentation level of their equipment and software. Therefore, Delta is not liable for the written or verbal information provided to Delta and presented to our clients through manufacturers, vendors and suppliers while integrating existing or future equipment and/or systems. Change orders may occur when these factors result in additional labor hours, or if additional equipment or software is required to provide the level of integration desired or to remedy a situation caused by the integrated product.
14) Server warranty: Server Warranty: Any attempt to alter software configuration or settings after server installation by other than Delta Wireless may void the server warranty and result in additional billing to restore proper system operation. An extended warranty through a Service Level Agreement (SLA) is available Call Delta Wireless for a quote.
15) Environmental limitations of video: Variations in video quality due to changes in sun position, weather, lighting or housing cleanliness are a function of equipment limitations and are not a responsibility of Delta Wireless. Manufacturer's warranty provides for component repair at a Depot only and does not cover troubleshooting labor, shipping costs or restoration labor charges. No maintenance, warranty labor or shipping cost is provided by this installation agreement unless the customer purchases an extended labor warranty from Delta Wireless.
16) Interference: Interference to licensed or unlicensed frequencies are not the responsibility of Delta Wireless.

CUSTOMER SIGNATURE CONSTITUTES AGREEMENT WITH DELTA WIRELESS AND NETWORK SOLUTIONS TERMS AND CONDITIONS

QUOTE AND TERMS ACCEPTED BY:

Date:

Quote valid for thirty (30) days after receipt



Council Synopsis

5M

February 12, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Captain Jeff Lopes, Operations

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the purchase of Haworth panel systems, freestanding furniture, chairs and accessories from Warden's of Modesto, California, through the U.S. Communities Purchasing Program for the Turlock Public Safety Facility, in an amount not to exceed \$260,000, without compliance to the formal bid procedure

2. DISCUSSION OF ISSUE:

The Turlock Public Safety Facility was approved by Council following the results of the Public Safety Space Needs Assessment, completed in 2007.

The facility, at 244 N. Broadway, consists of approximately 57,000 square feet, designed to house the Turlock Police Department and the administrative portions of the Turlock Fire Department for the next twenty (20) years. It replaces the three buildings, totaling approximately 27,000 square feet, currently in use at 900 N. Palm St.

Staff will continue to use much of the existing furniture, transferring approximately fifty (50) workstations, three (3) conference tables, chairs, and accessories from the current facility to the new facility. With the replacement of older and damaged furniture, as well as expansion into the larger facility, funds approved for Furniture, Furnishings and Equipment will be used to purchase an additional fifty-five (55) workstations, four (4) conference tables, desk chairs, folding/stacking tables and chairs for training areas, and accessories. Ten (10) offices and space for an additional twenty to twenty-five (20-25) workstations would remain vacant and would be filled as growth requires in future years.

The City of Turlock is able to obtain up to 60% in discount pricing on Haworth Modular Office furnishings through the U.S. Community Purchasing Program. The City Council of the City of Turlock authorizes the purchase of Haworth modular panel systems, furniture and accessories from Warden's in Modesto, California, through the U.S. Communities Purchasing Program without compliance to formal bid procedures under Resolution 97-134.

City Council of the City of Turlock approved \$412,500 for Furniture, Furnishings, and Equipment as part of the Turlock Public Facility project costs. \$6,500 has been spent, leaving a balance of \$406,000 allocated. The \$260,000 requested is within the allocated amount, with additional purchases to follow.

3. BASIS FOR RECOMMENDATION:

- A. City Council authorization is required for purchases in excess of \$25,000
- B. Furnishings are needed for the expansion into the Turlock Public Safety Center

Strategic Plan Initiative: B. 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

Funding for this purchase was allocated as part of the Public Safety Facility Project. An amount of \$412,000 was set aside for Furniture, Furnishings, and Equipment in line #305-40-441.51270

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could deny the purchase.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
PURCHASE OF HAWORTH PANEL }
SYSTEMS, FREESTANDING FURNITURE, }
CHAIRS AND ACCESSORIES FROM }
WARDEN'S OF MODESTO, CALIFORNIA, }
THROUGH THE U.S. COMMUNITIES }
PURCHASING PROGRAM FOR THE }
TURLOCK PUBLIC SAFETY FACILITY, IN }
AN AMOUNT NOT TO EXCEED \$260,000, }
WITHOUT COMPLIANCE TO THE FORMAL }
BID PROCEDURE }

RESOLUTION NO. 2013-

WHEREAS, the Turlock Public Safety Facility was approved by the City Council of the City of Turlock following the results of a Public Safety Space Needs Assessment, completed in 2007; and

WHEREAS, the Turlock Public Safety Facility at 244 N. Broadway consists of approximately 57,000 square feet and replaces the three buildings currently in use at 900 N. Palm St., totaling approximately 27,000 square feet; and

WHEREAS, the expansion into the larger facility, as well as the replacement of older and damaged furniture requires the purchase of additional furniture; and

WHEREAS, the City of Turlock is able to obtain discount pricing on Haworth Modular Office furnishings through the U.S. Community Purchasing Program; and

WHEREAS, the City Council of the City of Turlock authorizes the purchase of Haworth modular panel systems, furniture and accessories from Warden's of Modesto, California, through the U.S. Communities Purchasing Program without compliance to formal bid procedures under Resolution 97-134;

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

1. Authorize the purchase of Haworth panel systems, freestanding furniture, chairs and accessories from Warden's of Modesto, California, through the U.S. Communities Purchasing Program for the Turlock Public Safety Facility, in an amount not to exceed \$260,000, without compliance to the formal bid procedure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of February 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

WARDEN'S

SUPPLIES | FURNITURE | RELOCATION

1415 J Street, Modesto, CA 95354

SALES QUOTE

Quote No. _____

Sales Representative _____

Dates _____

Name Rebecca Green Emp #: 4430
 Position Account Manager Phone#: 209 758 6748
 Department Furniture Manager: Joe Cunningham
 Fax#: 209 529-2733

First Contact _____
 Quote Issued 1/9/2013
 Accept/Reject _____
 Cust Initial _____

Product #		Quantity	Unit Price	TOTAL
Public Safety Facility - Floor 1 - Haworth Product				
Conf. Rms	Conference Rooms - Planes Conf. Tables and Improv Chairs	1	\$6,047.80	\$6,047.80
Cubicle Areas	Unigroup Too Cubicles - New product to be combined w/ existing to complete cubicle layout for 1st floor (Task Chairs & Guest Seating only as requested)	1	\$29,872.64	\$29,872.64
Exec Offices	6 Executive Offices - X Series Desks & Storage, Very Task, Improv Guest (Task Chairs & Guest Seating only in requested offices)	1	\$20,086.42	\$20,086.42
Interview/Record	Interview/Recording Rooms - X Series Desk, Very Armless Chair (Task Chairs & Guest Seating only as requested)	1	\$1,105.01	\$1,105.01
Mgr. Offices	10 Manager Offices - X Series Desks, V Series Storage, Very Task Seating Improv Guest Seating (Task Chairs & Guest Seating only in requested offices)	1	\$22,001.46	\$22,001.46
Records Counter	Records Counter - 2 Very Task Stools	1	\$1,201.42	\$1,201.42
Training Rm	Training Room - Planes Training Tables, Improve Seating, Chair Carts	1	\$16,974.60	\$16,974.60
Waiting Area	Waiting Area - Improv Guest Seating & Tables	1	\$1,432.20	\$1,432.20

SUB TOTAL FLOOR 1 **\$98,721.55**

Taxes **\$0.00**

TOTAL

Customer

Account #

Company City of Turlock Police Dept. Contact Jeff Lopes
 Address 901 S Palm Ave.
 City Turlock State CA
 ZIP 95388 Email jlopes@turlock.ca.us
 Phone 209-668-5550 x 6613 Fax _____

Notes

Date of Acceptance _____ Purchase Order # _____

Authorization Signature _____

*US COMMUNITIES CONTRACT
 Higher Tier Level
 as negotiated with Haworth.*

WARDEN'S

SUPPLIES | FURNITURE | RELOCATION

1415 J Street, Modesto, CA 95354

SALES QUOTE

Quote No. _____

Sales Representative _____

Dates _____

Name Rebecca Green Emp #: 4430
 Position Account Manager Phone#: 209 758 6748
 Department Furniture Manager: Joe Cunningham
 Fax#: 209 529-2733

First Contact _____
 Quote Issued 1/9/2013
 Accept/Reject _____
 Cust Initial _____

Product #		Quantity	Unit Price	TOTAL
Public Safety Facility - Floor 2 - Haworth Product				
Breakroom	Breakroom Tables - Unigroup Tables	1	\$1,694.40	\$1,694.40
Conf. Rms	Conference Rooms - Planes Conf. Tables and Improv Chairs	1	\$9,273.40	\$9,273.40
Cubicle Areas	Unigroup Too Cubicles - New product to be combined w/ existing to complete cubicle layout for 2nd floor. (Task Chairs & Guest Seating only as requested)	1	\$37,356.96	\$37,356.96
Dispatch Mgr.	Dispatch Manager Office - Parts to replace existing desk parts that have been alerted to fit existing office.	1	\$252.72	\$252.72
Exec Offices	8 Executive Offices - X Series Desks & Storage, Very Task, Improv Guest (Task Chairs & Guest Seating only in requested offices)	1	\$29,892.82	\$29,892.82
Exec Conference	Executive Conference Room - Planes Veneer Table & Very Seating	1	\$6,913.32	\$6,913.32
Fire Chief	Fire Chief Office - Haworth York Veneer Desking	1	\$11,215.87	\$11,215.87
Mgr. Offices	10 Manager Offices - X Series Desks, V Series Storage, Very Task Seating, Improv Guest Seating (Task Chairs & Guest Seating only in requested offices)	1	\$17,441.39	\$17,441.39
PD Chief	Police Chief Office - Haworth York Veneer Desking	1	\$9,264.52	\$9,264.52
Reception Cntr	Reception Counter - Very Task Stools	1	\$1,201.42	\$1,201.42
Training Rm	Training Room - Planes Training Tables, Improve Seating	1	\$15,811.20	\$15,811.20
Waiting Area	Waiting Area - Improv Guest Seating & Tables	1	\$1,773.10	\$1,773.10

SUB TOTAL FLOOR 2	\$142,091.12
SUB TOTAL FLOOR 1	\$98,721.55
SUB TOTAL - BOTH FLOORS	\$240,812.67
Taxes 7.625%	\$18,361.97
TOTAL	\$259,174.64

Customer

Account # _____

Company City of Turlock Police Dept. Contact Jeff Lopes
 Address 901 S Palm Ave.
 City Turlock State CA
 ZIP 95388 Email jlopes@turlock.ca.us
 Phone 209-668-5550 x 6613 Fax _____

Notes

Date of Acceptance _____ Purchase Order # _____

Authorization Signature _____

*US COMMUNITIES CONTRACT
 Higher Tier Level
 as negotiated with Haworth.*

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
				Option	Cust%	
				Option Description	Cust\$	EXT Cust\$
Sif Note						
109	HPH 2		TARX-42E4-LTSNJG4C	PLANES, TABLE, HEXAGON 42X144	2608.00	5216.00
			FLR2 CONF		-60.00000	
			(LTSNJG4C)	LM, T-, ST, INT-GLD, 29", CB	1043.20	2086.40
			,OH-0KA	LAMINATE BRAZILWOOD		
			,HP-08J	LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		
			,OH-0KA	LAMINATE BRAZILWOOD		
			,HP-0KA	LAMINATE/T-MOLD/EDGE BAND BRAZILWOOD		
110			SUBTOTAL	Subtotal for FLR2 CONF	-63.55655	25446.00
						9273.40
111	HA W	3	BFM-1-B	BASE FEED MODULE, HARDWARE	188.00	564.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE (USA ONLY)	50.76	152.28
112	HAI	19	CSET-3	HW, LOCK, PLUG AND KEY, CSET PKG OF 3, REPLACEMENT	22.00	418.00
			FLR2 CUBES		-73.00000	
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK	5.94	112.86

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
113	HAJ	6	CSET-6	HW,LOCK,PLUG AND KEY,CSET PKG OF 6,REPLACEMENT	40.00	240.00
			FLR2 CUBES		-73.00000	
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK	10.80	64.80
114	HA W	2	E2CC-90-4	90DEG TOP CAP,FOR 2-, 3-, OR 4- WAY	42.00	84.00
			FLR2 CUBES		-73.00000	
			(4) ,TR-00K	FOUR-WAY SURFACE 1 CHARCOAL	11.34	22.68
115	HA W	4	E2MN-238-B	MONO PANEL,SQ TOP CAP,NO- POWER,24"W X 40"H	492.00	1968.00
			FLR2 CUBES		-73.00000	
			(B) ,FZ-002 ,FZ-002 ,TR-00K ,TR-00K	POWER BASE SYS FAB, -IOWA,GRADE A CEDAR ROCK SYS FAB, -IOWA,GRADE A CEDAR ROCK SURFACE 3 CHARCOAL SURFACE 4 CHARCOAL	132.84	531.36

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
				Option	Cust%	
				Option Description	Cust\$	EXT Cust\$
Sif Note						
116	HA W	8	E2MN-262-B	MONO PANEL,SQ TOP CAP,NO-POWER,24"W X 64"H	530.00	4240.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	143.10	1144.80
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
117	HA W	4	E2MN-338-B	MONO PANEL,SQ TOP CAP,NO-POWER,36"W X 40"H	575.00	2300.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	155.25	621.00
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
118	HA W	2	E2MN-346-B	MONO PANEL,SQ TOP CAP,NO-POWER,36"W X 48"H	601.00	1202.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	162.27	324.54
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
119	HA W	2	E2MN-362-B	MONO PANEL,SQ TOP CAP,NO-POWER,36"W X 64"H	656.00	1312.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	177.12	354.24
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
120	HA W	7	E2MN-4246-B	MONO PANEL,SQ TOP CAP,NO-POWER,42"W X 48"H	656.00	4592.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	177.12	1239.84
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
121	HA W	14	E2MN-4262-B	MONO PANEL,SQ TOP CAP,NO-POWER,42"W X 64"H	707.00	9898.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	190.89	2672.46
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
122	HA W	1	E2MN-438-B	MONO PANEL,SQ TOP CAP,NO-POWER,48"W X 40"H	661.00	661.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	178.47	178.47
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
123	HA W	2	E2MP-246-B	MONO PANEL,SQ TOP CAP,W/POWER,24"W X 48"H	677.00	1354.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	182.79	365.58
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
124	HA W	3	E2MP-262-B	MONO PANEL,SQ TOP CAP,W/POWER,24"W X 64"H	694.00	2082.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	187.38	562.14
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
125	HA W	4	E2MP-346-B	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 48"H	765.00	3060.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	206.55	826.20
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
126	HA W	2	E2MP-362-B	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 64"H	820.00	1640.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	221.40	442.80
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
127	HA W	4	E2MP-4246-B	MONO PANEL,SQ TOP CAP,W/POWER,42"W X 48"H	820.00	3280.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	221.40	885.60
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
128	HA W	1	E2PC-38	90DEG FINISH POST,PAINTED,40"H	76.00	76.00
			FLR2 CUBES		-73.00000	
			()	STANDARD VERSION	20.52	20.52
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		
129	HA W	1	E2PC-46	90DEG FINISH POST,PAINTED,48"H	80.00	80.00
			FLR2 CUBES		-73.00000	
			()	STANDARD VERSION	21.60	21.60
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		
130	HA W	5	E2PC-46-V	90DEG FINISH POST,PAINTED,48"H	93.00	465.00
			FLR2 CUBES		-73.00000	
			(V)	VARIABLE HEIGHT	25.11	125.55
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
131	HA W	1	E2PS-46-V2I	180DEG FINISH POST,PAINTED,48"H	86.00	86.00
			FLR2 CUBES		-73.00000	
			(V2I)	VARIABLE HT (2-WAY STRGHT	23.22	23.22
			,TR-00K	CAP)		
			,TR-00K	SURFACE 1		
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 2		
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 3		
			,TR-00K	CHARCOAL		
132	HA W	9	HTB-4216	TACKBOARD 42" X 16"	207.00	1863.00
			FLR2 CUBES		-73.00000	
			()	FOR ACOUSTICAL PANEL	55.89	503.01
			,C1-0AC	SYS/WALL - STRIAE,GRADE A		
			,C1-0AC	MOONLIGHT		
133	HA W	3	HTB-4816	TACKBOARD 48" X 16"	216.00	648.00
			FLR2 CUBES		-73.00000	
			()	FOR ACOUSTICAL PANEL	58.32	174.96
			,C1-0AC	SYS/WALL - STRIAE,GRADE A		
			,C1-0AC	MOONLIGHT		
134	HAF	22	JFFA-15	X SERIES,FRONT-TO-BACK HANGING BAR	26.00	572.00
			FLR2 CUBES		-65.00000	
					9.10	200.20

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
135	HAJ 2		LSET-2	HW,LOCK,PLUG AND KEY,SET-LSET2	0.00	0.00
			FLR2 CUBES		-73.00000	
			,LX-0BL	LOCK COLOR BLACK	0.00	0.00
136	HAJ 4		LSET-4	HW,LOCK,PLUG AND KEY,SET-LSET4	0.00	0.00
			FLR2 CUBES		-73.00000	
			,LX-0BL	LOCK COLOR BLACK	0.00	0.00
137	HAJ 6		LSET-5	HW,LOCK,PLUG AND KEY,SET-LSET5	0.00	0.00
			FLR2 CUBES		-73.00000	
			,LX-0BL	LOCK COLOR BLACK	0.00	0.00
138	HA W	7	LUTS-0030-19UEP	TASK LIGHT,ADAPTABLE 30" WIDE	220.00	1540.00
			FLR2 CUBES		-73.00000	
			(19UEP)	9FT CORD,UNDR CAB,PRSM TIC LENS	59.40	415.80
139	HA W	2	LUTS-0042-19UEP	TASK LIGHT,ADAPTABLE 42" WIDE	237.00	474.00
			FLR2 CUBES		-73.00000	
			(19UEP)	9FT CORD,UNDR CAB,PRSM TIC LENS	63.99	127.98

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
140	HA W	3	PRD-3-B	DUPLEX RECEPTACLES (BOX OF 6)	137.00	411.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	36.99	110.97
			,TR-	SURFACE 1		
			00K	CHARCOAL		
141	HA W	2	RKP-5-B	RETROFIT KIT POWER 60"	275.00	550.00
			FLR2 CUBES		-73.00000	
			(B)	3-CIRCUIT	74.25	148.50
			,TR-	SURFACE 1		
			00K	CHARCOAL		
142	HSV	19	SCT-20-7115	VERY SEATING,TASK,FABRIC SEAT/MESH BACK	832.00	15808.00
			FLR2 CUBES		-57.00000	
			(7115)	ARM/LUM/BL,STD BASE,HARD	357.76	6797.44
			,1N-	CSTR,PLST		
			002	CHR FAB - HORIZON GRADE A		
			,MS-	COMPASS		
			00F	CHR FAB - MESH VERY TASK		
			,TR-	MESH		
			00F	BLACK		
			(2)	SURFACE 3		
			,TR-	BLACK		
			00F	TRIM SURFACE 4		
				SURFACE 4		
				BLACK		

RM203-2, RM226-1, RM250-10, RM286-1, RM288-1, RM238-2

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
				Option	Cust%	
				Option Description	Cust\$	EXT Cust\$
Sif Note						
143	PRT 6	7811-1711	ARM PLUG (PAIR)		36.00	216.00
	FLR2 CUBES				-57.00000	
		,TR	TRIM		15.48	92.88
		-0F	BLACK			
144	HA 7	UEFS-1642-PML	UPPER STORAGE,UNIGROUP		590.00	4130.00
	W		TOO,FLIPPER			
			DOOR,SQUARE,STD MT 42"			
	FLR2 CUBES				-73.00000	
		(PML)	PAINTED DOOR,STD MOUNT,ON-		159.30	1115.10
		,TR-	MOD,LOCKING			
		00K	SURFACE 1			
		,TR-	CHARCOAL			
		00K	SURFACE 2			
		,LR-	CHARCOAL			
		0BL	LOCK PLUG/RING/GROMMET			
			COLORS			
			BLACK			
145	HA 3	UEFS-1648-PML	UPPER STORAGE,UNIGROUP		612.00	1836.00
	W		TOO,FLIPPER			
			DOOR,SQUARE,STD MT 48"			
	FLR2 CUBES				-73.00000	
		(PML)	PAINTED DOOR,STD MOUNT,ON-		165.24	495.72
		,TR-	MOD,LOCKING			
		00K	SURFACE 1			
		,TR-	CHARCOAL			
		00K	SURFACE 2			
		,LR-	CHARCOAL			
		0BL	LOCK PLUG/RING/GROMMET			
			COLORS			
			BLACK			



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Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
				Option	Cust%	EXT Cust\$
				Option Description	Cust\$	
Sif Note						
146	HA W	7	UESN-0842-PM	UPPER STORAGE,UNIGROUP,STD MT SHELF,SQ END PNL 42"	226.00	1582.00
			FLR2 CUBES		-73.00000	
			(PM)	PAINTED,ON-MODULAR	61.02	427.14
			,TR-00K	SURFACE 1 CHARCOAL		
147	HA W	2	UESN-0848-PM	UPPER STORAGE,UNIGROUP,STD MT SHELF,SQ END PNL 48"	234.00	468.00
			FLR2 CUBES		-73.00000	
			(PM)	PAINTED,ON-MODULAR	63.18	126.36
			,TR-00K	SURFACE 1 CHARCOAL		
148	HA W	5	VLRD-0230-5A	V SERIES,LATERAL FILE,TWO-HIGH 30W,1 LOCK	663.00	3315.00
			FLR2 CUBES		-65.00000	
			(5A)	STANDARD PULL,ATTACHED	232.05	1160.25
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		

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Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
149	HA W	6	VLRD-0242-5A	V SERIES,LATERAL FILE,TWO-HIGH 42W,1 LOCK	907.00	5442.00
			FLR2 CUBES		-65.00000	
			(5A)	STANDARD PULL,ATTACHED	317.45	1904.70
			,TR-00K	SURFACE 1		
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 2		
			,LR-0BL	CHARCOAL		
				LOCK PLUG/RING/GROMMET		
				COLORS		
				BLACK		
<hr/>						
150	HA W	11	VPAH-24-5	V SERIES,PEDESTAL,B/B/F,ATTACHED,PTD FRT 24D,1 LOCK	440.00	4840.00
			FLR2 CUBES		-65.00000	
			(5)	STANDARD PULL	154.00	1694.00
			,TR-00K	SURFACE 1		
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 2		
			,LR-0BL	CHARCOAL		
				LOCK PLUG/RING/GROMMET		
				COLORS		
				BLACK		
<hr/>						
151	HA W	16	VPAJ-24-5	V SERIES,PEDESTAL,F/F,ATTACHED,PTD FRT 24D,1 LOCK	412.00	6592.00
			FLR2 CUBES		-65.00000	
			(5)	STANDARD PULL	144.20	2307.20
			,TR-00K	SURFACE 1		
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 2		
			,LR-0BL	CHARCOAL		
				LOCK PLUG/RING/GROMMET		
				COLORS		
				BLACK		

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
152	HA W	4	WMK-38	WALL MOUNT KIT 40"	78.00	312.00
			FLR2 CUBES		-73.00000	
			,TR-00K	SURFACE 1 CHARCOAL	21.06	84.24
153	HA W	6	WMK-62	WALL MOUNT KIT 64"	116.00	696.00
			FLR2 CUBES		-73.00000	
			,TR-00K	SURFACE 1 CHARCOAL	31.32	187.92
154	HA W	6	WT-60	WALL TRACK 60"	114.00	684.00
			FLR2 CUBES		-73.00000	
			,TR-00K	SURFACE 1 CHARCOAL	30.78	184.68
155	HA W	1	WUCE-3648-LTSC44	CORNER,90DEG WRAP-AROUND EXTENDED WORKSURFACE 36 X 48	733.00	733.00
			FLR2 CUBES		-73.00000	
			(LTSC44)	LAM,T-MOLD,STD,LH,24,24	197.91	197.91
			,OH-DL5	LAMINATE NATURAL TIGRIS		
			,HP-08J	LAMINATE/T-MOLD/EDGE BAND CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
156	HA W	4	WUCE-4260-LTSAL44	CORNER,90DEG WRAP-AROUND EXTENDED WORKSURFACE 42 X 60	756.00	3024.00
			FLR2 CUBES		-73.00000	
			(LTSAL44)	LAM,T-MOLD,STD,WRWAY,LH,24,24	204.12	816.48
			,OH-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
157	HA W	3	WUCE-4260-LTSAR44	CORNER,90DEG WRAP-AROUND EXTENDED WORKSURFACE 42 X 60	756.00	2268.00
			FLR2 CUBES		-73.00000	
			(LTSAR44)	LAM,T-MOLD,STD,WRWAY,RH,24,24	204.12	612.36
			,OH-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
158	HA W	2	WUCE-4272-LTSAL44	CORNER,90DEG WRAP-AROUND EXTENDED WORKSURFACE 42 X 72	903.00	1806.00
			FLR2 CUBES		-73.00000	
			(LTSAL44)	LAM,T-MOLD,STD,WRWAY,LH,24,24	243.81	487.62
			,OH-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
			Sif Note		Cust\$	EXT Cust\$
159	HA W	1	WUCE-4860- LTSAL44	CORNER,90DEG WRAP-AROUND EXTENDED WORKSURFACE 48 X 60	766.00	766.00
			FLR2 CUBES		-73.00000	
			(LTSAL44)	LAM,T- MOLD,STD,WRWAY,LH,24,24	206.82	206.82
			,0H- DL5	LAMINATE		
			,HP- 08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGEBAND CHARCOAL		
160	HA W	2	WUCE-4872- LTSAL44	CORNER,90DEG WRAP-AROUND EXTENDED WORKSURFACE 48 X 72	915.00	1830.00
			FLR2 CUBES		-73.00000	
			(LTSAL44)	LAM,T- MOLD,STD,WRWAY,LH,24,24	247.05	494.10
			,0H- DL5	LAMINATE		
			,HP- 08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGEBAND CHARCOAL		
161	HA W	2	WUCE-4872- LTSAR44	CORNER,90DEG WRAP-AROUND EXTENDED WORKSURFACE 48 X 72	915.00	1830.00
			FLR2 CUBES		-73.00000	
			(LTSAR44)	LAM,T- MOLD,STD,WRWAY,RH,24,24	247.05	494.10
			,0H- DL5	LAMINATE		
			,HP- 08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGEBAND CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
162	HA W	17	WURA-2424-LTSA	RECT WORKSURFACE 24D X 24W	244.00	4148.00
			FLR2 CUBES		-73.00000	
			(LTSA)	LAM,T-MOLD,STD	65.88	1119.96
			,0H-DL5	CORE,W/WIREWAY LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
163	HA W	9	WURA-2442-LTSA	RECT WORKSURFACE 24D X 42W	306.00	2754.00
			FLR2 CUBES		-73.00000	
			(LTSA)	LAM,T-MOLD,STD	82.62	743.58
			,0H-DL5	CORE,W/WIREWAY LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
164	HA W	11	WURA-2448-LTSA	RECT WORKSURFACE 24D X 48W	376.00	4136.00
			FLR2 CUBES		-73.00000	
			(LTSA)	LAM,T-MOLD,STD	101.52	1116.72
			,0H-DL5	CORE,W/WIREWAY LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		



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Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
165	HA W	3	WURA-2484-LTSA	RECT WORKSURFACE 24D X 84W	547.00	1641.00
			FLR2 CUBES		-73.00000	
			(LTSA)	LAM,T-MOLD,STD	147.69	443.07
			,OH-	CORE,W/WIREWAY		
			DL5	LAMINATE		
			,HP-	NATURAL TIGRIS		
			08J	LAMINATE/T-MOLD/EDGE BAND		
				CHARCOAL		
<hr/>						
166	HA W	3	WUTS-1272-LTSC	COUNTERTOP 12D X 72W	423.00	1269.00
			FLR2 CUBES		-73.00000	
			(LTSC)	LAM,T-MOLD,STD CORE,NO	114.21	342.63
			,OH-	WIREWAY		
			DL5	LAMINATE		
			,HP-	NATURAL TIGRIS		
			08J	LAMINATE/T-MOLD/EDGE BAND		
				CHARCOAL		
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167	HA W	7	Z2BT-0000-PNE	Countertop Bracket,for UniGroup Too Square Painted Top Cap	31.00	217.00
			FLR2 CUBES		-73.00000	
			(PNE)	PAINTED,NON-HND,PANEL	8.37	58.59
			,TR-	ATTACHED		
			00K	SURFACE 1		
				CHARCOAL		
<hr/>						
168	HA W	6	ZEBA-0000-PL	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	16.00	96.00
			FLR2 CUBES		-73.00000	
			(PL)	PAINTED,LEFT HAND	4.32	25.92

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
169	HA W	1	ZEBA-0000-PR	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	16.00	16.00
			FLR2 CUBES (PR)	PAINTED,RIGHT HAND	-73.00000 4.32	4.32
170	HA W	35	ZEBD-1600-PP	CNTLVR BRKT,UNIGROUP/TOO/PLACES,S TANDARD,16.5"D	83.00	2905.00
			FLR2 CUBES (PP)	PAINTED (BLACK),PAIR	-73.00000 22.41	784.35
171	HA W	2	ZEBD-1600-PR	CNTLVR BRKT,UNIGROUP/TOO/PLACES,S TANDARD,16.5"D	45.00	90.00
			FLR2 CUBES (PR)	PAINTED (BLACK),RIGHT HAND	-73.00000 12.15	24.30
172	HA W	17	ZEBR-0000-PN	Rear-Corner Bracket	16.00	272.00
			FLR2 CUBES (PN)	PAINTED,NON-HANDED	-73.00000 4.32	73.44
173	HA W	1	ZEFS-2400-LNET	SUPPORT PNL,WS,UNIGROUP/TOO/PLACE S,24"D	304.00	304.00
			FLR2 CUBES (LNET)	LAM,NON-HND,PNL MNTD,LAM T-MLD	-73.00000 82.08	82.08
			,OH-08J	LAMINATE		
			,HP-08J	CHARCOAL LAMINATE/T-MOLD/EDGEBAND		
				CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
174	HA W	2	E2MN-246-B	MONO PANEL,SQ TOP CAP,NO-POWER,24"W X 48"H	513.00	1026.00
			FLR2 CUBES		-73.00000	
			(B)	POWER BASE	138.51	277.02
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
175			SUBTOTAL	Subtotal for FLR2 CUBES		122712.00
					-69.55721	37356.96
176	HA W	1	WURA-2448-LJSC	RECT WORKSURFACE 24D X 48W	355.00	355.00
			FLR2 DISP MNG (LJSC)	LAM,EDGBND,STD CORE,NO WIREWAY	-73.00000	
			,0H-0AK	LAMINATE	95.85	95.85
			,HP-08J	CHALK LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
177	HA W	1	WURA-2472-LJSA	RECT WORKSURFACE 24D X 72W	497.00	497.00
			FLR2 DISP MNG (LJSA)	LAM,EDGBND,STD CORE,W/WIREWAY	-73.00000	
			,0H-0AK	LAMINATE	134.19	134.19
			,HP-08J	CHALK LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
178	HA W	4	ZUBF-0000-PN	Flush Mount Plate	21.00	84.00
			FLR2 DISP MNG (PN)	PAINTED,NON-HANDED	-73.00000	
					5.67	22.68

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
179			SUBTOTAL	Subtotal for FLR2 DISP MNG		936.00
					-73.00000	252.72
180	HA W	2	HTB-3616	TACKBOARD 36" X 16"	195.00	390.00
			FLR2 EXEC		-73.00000	
			()	FOR ACOUSTICAL PANEL	52.65	105.30
			,C1-	SYS/WALL - STRIAE, GRADE A		
			0AC	MOONLIGHT		
181	HA W	14	HTB-5416	TACKBOARD 54" X 16"	243.00	3402.00
			FLR2 EXEC		-73.00000	
			()	FOR ACOUSTICAL PANEL	65.61	918.54
			,C1-	SYS/WALL - STRIAE, GRADE A		
			0AC	MOONLIGHT		
182	HAF	1	JCCL-42	TABLE, ROUND, LAM 42" DIA	762.00	762.00
			FLR2 EXEC		-40.00000	
			,0H-	LAMINATE	457.20	457.20
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
183	HAF 4		JCPR-0230-SJA	X SERIES,COMBO,B/B/F/LF,2X30,1 LK,DRAWER ACCYS. NOT INCLUDED	1326.00	5304.00
			FLR2 EXEC		-65.00000	
			(SJA)	PTD FRT,J STEEL PULL,ATTC	464.10	1856.40
			,TR-00K	SURFACE 1		
			,LR-0BL	CHARCOAL		
				LOCK PLUG/RING/GROMMET		
				COLORS		
				BLACK		
184	HAF 4		JCPT-0230-SJA	X SERIES,COMBO,F/B/B/LF,2X30,1 LK,DRAWER ACCYS. NOT INCLUDED	1326.00	5304.00
			FLR2 EXEC		-65.00000	
			(SJA)	PTD FRT,J STEEL PULL,ATTC	464.10	1856.40
			,TR-00K	SURFACE 1		
			,LR-0BL	CHARCOAL		
				LOCK PLUG/RING/GROMMET		
				COLORS		
				BLACK		
185	HAF 8		JFBL-2436-3	BRIDGE,LAMINATE,DESK HT 24" X 36"	634.00	5072.00
			FLR2 EXEC		-65.00000	
			(3)	FULL MODESTY	221.90	1775.20
			,OH-0KA	LAMINATE		
			,HP-08J	BRAZILWOOD		
			,TR-00K	LAMINATE/T-MOLD/EDGE BAND		
				CHARCOAL		
				SURFACE 3		
				CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
186	HAF	32	JFFA-15	X SERIES,FRONT-TO-BACK HANGING BAR	26.00	832.00
			FLR2 EXEC		-65.00000	
					9.10	291.20
187	HAF	8	JFSL-2472-3	X-SERIES,DESK SHELL,STD,LAMINATE 24" X 72"	1337.00	10696.00
			FLR2 EXEC		-65.00000	
			(3)	FULL MODESTY	467.95	3743.60
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		
188	HAF	4	JFVL-2446-L3	WRAP-AROUND "D" WS,CRVD,LAM 24" X 48" X 72"	1567.00	6268.00
			FLR2 EXEC		-65.00000	
			(L3)	LH,FULL MODESTY	548.45	2193.80
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
189	HAF 4		JFVL-2446-R3	WRAP-AROUND "D" WS,CRVD,LAM 24" X 48" X 72"	1567.00	6268.00
			FLR2 EXEC		-65.00000	
			(R3)	RH,FULL MODESTY	548.45	2193.80
			,OH-0KA	LAMINATE BRAZILWOOD		
			,HP-08J	LAMINATE/T-MOLD/EDGEBAND CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
190	HAF 2		JLRD-0236-SJ	X SERIES,LF,INSET STYLE,2X36,2X12" DRWS	1012.00	2024.00
			FLR2 EXEC		-65.00000	
			(SJ)	PNTD,J STEEL	354.20	708.40
			,TR-00K	SURFACE 1 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		
191	HAF 1		JTCT-1872-L	X SERIES,COMMON TOP 18"D X 72"W	567.00	567.00
			FLR2 EXEC		-65.00000	
			(L)	LAMINATE	198.45	198.45
			,OH-0KA	LAMINATE BRAZILWOOD		
			,HP-08J	LAMINATE/T-MOLD/EDGEBAND CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
192	HAF 4		JVPD-0542-SSJ	X SERIES,COMBO/VALET,3 LATERALS,LH VALET,2 LOCKS	3103.00	12412.00
			FLR2 EXEC		-65.00000	
			(SSJ)	PNTD,J STEEL PULL	1086.05	4344.20
			,TR-00K	SURFACE 1 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		
193	HAF 4		JVPW-0542-SSJ	X SERIES,COMBO/VALET,3 LATERALS,RH VALET,2 LOCKS	3103.00	12412.00
			FLR2 EXEC		-65.00000	
			(SSJ)	PNTD,J STEEL PULL	1086.05	4344.20
			,TR-00K	SURFACE 1 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		
194	HAJ 8		LSET-5	HW,LOCK,PLUG AND KEY,SET- LSET5	0.00	0.00
			FLR2 EXEC		-73.00000	
			,LX-0BL	LOCK COLOR BLACK	0.00	0.00
195	HA W	2	LUTS-0030- 16UEP	TASK LIGHT,ADAPTABLE 30" WIDE	186.00	372.00
			FLR2 EXEC		-73.00000	
			(16UEP)	6FT CORD,UNDR CAB,PRSM TIC LENS	50.22	100.44

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
196	HAN 7		LUTS-0042-16UEP	TASK LIGHT,ADAPTABLE 42" WIDE	203.00	1421.00
	FLR2 EXEC		(16UEP)	6FT CORD,UNDR CAB,PRSM TIC LENS	-73.00000 54.81	383.67
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197	HAE 3		M600-2100	4-LEG STACKER,NO ARMS,POLY OUTER	362.00	1086.00
	FLR2 EXEC		()	STANDARD VERSION	-65.00000	380.10
			,1N-002	CHR FAB - HORIZON GRADE A COMPASS	126.70	
			,TR-00F	SURFACE 2 BLACK		
			RM205-2, RM206-1			
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198	HSV 2		SCT-20-7115	VERY SEATING,TASK,FABRIC SEAT/MESH BACK	832.00	1664.00
	FLR2 EXEC		(7115)	ARM/LUM/BL,STD BASE,HARD CSTR,PLST	-57.00000	715.52
			,1N-002	CHR FAB - HORIZON GRADE A COMPASS	357.76	
			,MS-00F	CHR FAB - MESH VERY TASK MESH		
			,TR-00F	BLACK		
			(2)	SURFACE 3		
			,TR-00F	BLACK TRIM SURFACE 4 SURFACE 4		
				BLACK		
			RM205-1, RM206-1			

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
199	HA W	2	UEFS-1636-PML	UPPER STORAGE,UNIGROUP TOO,FLIPPER DOOR,SQUARE,STD MT 36"	572.00	1144.00
			FLR2 EXEC		-73.00000	
			(PML)	PAINTED DOOR,STD MOUNT,ON-	154.44	308.88
			,TR-00K	MOD,LOCKING SURFACE 1		
			,TR-00K	CHARCOAL SURFACE 2		
			,LR-0BL	CHARCOAL LOCK PLUG/RING/GROMMET COLORS BLACK		
200	HA W	14	UEFS-1654-PML	UPPER STORAGE,UNIGROUP TOO,FLIPPER DOOR,SQUARE,STD MT 54"	668.00	9352.00
			FLR2 EXEC		-73.00000	
			(PML)	PAINTED DOOR,STD MOUNT,ON-	180.36	2525.04
			,TR-00K	MOD,LOCKING SURFACE 1		
			,TR-00K	CHARCOAL SURFACE 2		
			,LR-0BL	CHARCOAL LOCK PLUG/RING/GROMMET COLORS BLACK		
201	HA W	16	WT-60	WALL TRACK 60"	114.00	1824.00
			FLR2 EXEC		-73.00000	
			,TR-00K	SURFACE 1 CHARCOAL	30.78	492.48

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
202			SUBTOTAL	Subtotal for FLR2 EXEC		88576.00
					-66.25178	29892.82
203	HSV 14		SCT-30-1015	VERY SEATING,TASK,VINYL SEAT/MESH BACK	786.00	11004.00
			FLR2 EXEC CONF		-57.00000	
			(1015)	FX/BL,STD BASE,HARD	337.98	4731.72
			,XG-012	CSTR,PLST		
			,MS-00F	BRISA FAUX LTHR (GRD-E)		
			,TR-00F	BLACK ONYX		
			(2)	CHR FAB - MESH VERY TASK		
			,TR-00F	MESH		
				BLACK		
				SURFACE 3		
				BLACK		
				TRIM SURFACE 4		
				SURFACE 4		
				BLACK		
			RM219			
204	HPH 1		TARX-48J0-WKSNJG4C	PLANES,TABLE,HEXAGON 48X180	5454.00	5454.00
			FLR2 EXEC CONF		-60.00000	
			(WKSNJG4C)	WD,WD,ST,INT-GLD,29",CB	2181.60	2181.60
			,WC-0RW	VENEER - WENGE(DBL CUT)		
			,TR-0TF	WENGE - HORIZONTAL		
				SURFACE 2		
				PITCH (TEXTURED PAINT)		
			,WC-0RW	VENEER - WENGE(DBL CUT)		
				WENGE - HORIZONTAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
205			SUBTOTAL	Subtotal for FLR2 EXEC CONF		16458.00
					-57.99417	6913.32
206	HAJ 1		LSET-4	HW,LOCK,PLUG AND KEY,SET-LSET4	0.00	0.00
			FLR2 FIRE CHIEF		-73.00000	
			,LX-0BL	LOCK COLOR BLACK	0.00	0.00
207	HYC 1		LUTS-0054-19WEP	TASK LIGHT,ADAPTABLE 54" WIDE	251.00	251.00
			FLR2 FIRE CHIEF (19WEP)		-73.00000	
				9FT CORD,WD CONN,PRSM TIC LENS	67.77	67.77
208	HYC 1		YTVD-2272	YORK,TACKBOARD FOR 3972 VSU NO CUBBY	363.00	363.00
			FLR2 FIRE CHIEF		-54.00000	
			,C1-0AC	SYS/WALL - STRIAE,GRADE A MOONLIGHT	166.98	166.98
209	HYC 1		YYBN-2448-3Q	YORK,BRIDGE,24X48	1146.00	1146.00
			FLR2 FIRE CHIEF (3Q)		-54.00000	
			,V4-Y16	THICK EDGE,INLAY,WOOD FINISH GROUP 4 VENEER - YORK KHAYA CINNAMON ON KHAYA	527.16	527.16

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
210	HYC 1	1	YYE-2732-Q	YORK,MODESTY PANEL,EXTENSION 27X32	229.00	229.00
	FLR2 FIRE CHIEF		(Q)	WOOD FINISH GROUP 4	-54.00000	
			,V4-	VENEER - YORK KHAYA	105.34	105.34
			Y16	CINNAMON ON KHAYA		
211	HYC 1	1	YYL-1612-RQ	YORK,L SUPPORT PANEL,16"D	397.00	397.00
	FLR2 FIRE CHIEF		(RQ)	RIGHT HAND,WOOD FINISH	-54.00000	
			,V4-	GROUP 4	182.62	182.62
			Y16	VENEER - YORK KHAYA		
				CINNAMON ON KHAYA		
212	HYC 1	1	YYL-2312-LQ	YORK,L SUPPORT PANEL,22 3/4"D	460.00	460.00
	FLR2 FIRE CHIEF		(LQ)	LEFT HAND,WOOD FINISH	-54.00000	
			,V4-	GROUP 4	211.60	211.60
			Y16	VENEER - YORK KHAYA		
				CINNAMON ON KHAYA		
213	HYC 1	1	YYRT-3672-3Q	YORK,TABLE,RECTANGULAR,42"	3854.00	3854.00
	FLR2 FIRE CHIEF		(3Q)	THCK EDGE AND INLAY,WOOD	-54.00000	
			,V4-	FIN GROUP 40	1772.84	1772.84
			Y16	VENEER - YORK KHAYA		
				CINNAMON ON KHAYA		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
214	HYC 1		YYS2-3728-7Q	YORK,STATIONARY LATERAL FILE,2-HIGH,37X28	2393.00	2393.00
			FLR2 FIRE CHIEF (7Q)	WOOD LF,WOOD FINISH GROUP 4	-54.00000	
			,V4-Y16	VENEER - CINNAMON KHAYA	1100.78	1100.78
			,V5-Y17	VENEER - CINNAMON FIGURED		
			,R8-0BL	GABOON BRUSHED ANODIZED BLACK		
215	HYC 1		YYSE-4284-SX3Q	YORK,DESK,SINGLE PED,42X84	6088.00	6088.00
			FLR2 FIRE CHIEF (SX3Q)	WOOD	-54.00000	
			,V4-Y16	BBF,LH,THCK,INLAY,WOOD FIN GRP 4	2800.48	2800.48
			,V5-Y17	VENEER - CINNAMON KHAYA		
			,R8-0BL	VENEER - CINNAMON FIGURED GABOON BRUSHED ANODIZED BLACK		
216	HYC 1		YYU-2472-3NQ	YORK,WORK SURFACE,24X72	1471.00	1471.00
			FLR2 FIRE CHIEF (3NQ)	THCK EDGE,NO	-54.00000	
			,V4-Y16	BRSH,INLAY,WOOD FIN GROUP 4	676.66	676.66
				VENEER - YORK KHAYA		
				CINNAMON ON KHAYA		
217	HYC 2		YYVS-3972-NQ	YORK,VERTICAL STG UNIT,STD HT,4-DOOR,39X72	3836.00	7672.00
			FLR2 FIRE CHIEF (NQ)	NO LOCK,WOOD FINISH GROUP 4	-54.00000	
			,V4-Y16	VENEER - CINNAMON KHAYA	1764.56	3529.12
			,V5-Y17	VENEER - CINNAMON FIGURED		
			,R8-0BL	GABOON BRUSHED ANODIZED BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
218	HYC 1		YYY-2711-Q	YORK,EXTENSION PANEL 11X27	162.00	162.00
	FLR2 FIRE CHIEF		(Q)	WOOD FINISH GROUP 4	-54.00000	
			,V4-	VENEER - YORK KHAYA	74.52	74.52
			Y16	CINNAMON ON KHAYA		
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219			SUBTOTAL	Subtotal for FLR2 FIRE CHIEF		24486.00
					-54.19476	11215.87
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220	HA 7		HTB-4816	TACKBOARD 48" X 16"	216.00	1512.00
	W					
	FLR2 MNG		()	FOR ACOUSTICAL PANEL	-73.00000	
			,C1-	SYS/WALL - STRIAE, GRADE A	58.32	408.24
			0AC	MOONLIGHT		
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221	HAF 1		JFPL-2448-1	WRAP-AROUND	1194.00	1194.00
	FLR2 MNG			CORNER,CURVED,LAM 24" X 48"		
			(1)	1/3 MODESTY	-65.00000	
			,0H-	LAMINATE	417.90	417.90
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$	
				Option	Option Description	List\$	EXT List\$
						Cust%	
						Cust\$	EXT Cust\$
Sif Note							
222	HAF	3	JFRL-2436-R1	X SERIES,DESK HT RETURN,LAMINATE,24X36,1 LOCK	788.00	2364.00	
			FLR2 MNG				
			(R1)	RH,1/3 MODESTY			
			,0H-	LAMINATE	-65.00000		
			0KA	BRAZILWOOD	275.80	827.40	
			,HP-	LAMINATE/T-MOLD/EDGE BAND			
			08J	CHARCOAL			
			,TR-	SURFACE 3			
			00K	CHARCOAL			
			,TR-	SURFACE 4			
			00K	CHARCOAL			
223	HAF	1	JFRL-2448-L1	X SERIES,DESK HT RETURN,LAMINATE,24X48,1 LOCK	907.00	907.00	
			FLR2 MNG				
			(L1)	LH,1/3 MODESTY			
			,0H-	LAMINATE	-65.00000		
			0KA	BRAZILWOOD	317.45	317.45	
			,HP-	LAMINATE/T-MOLD/EDGE BAND			
			08J	CHARCOAL			
			,TR-	SURFACE 3			
			00K	CHARCOAL			
			,TR-	SURFACE 4			
			00K	CHARCOAL			

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
224	HAF 2		JFRL-2448-R1	X SERIES,DESK HT RETURN,LAMINATE,24X48,1 LOCK	907.00	1814.00
			FLR2 MNG		-65.00000	
			(R1)	RH,1/3 MODESTY	317.45	634.90
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		
225	HAF 6		JFVL-2446-L3	WRAP-AROUND "D" WS,CRVD,LAM 24" X 48" X 72"	1567.00	9402.00
			FLR2 MNG		-65.00000	
			(L3)	LH,FULL MODESTY	548.45	3290.70
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
226	HAF 1		JFVL-2446-R3	WRAP-AROUND "D" WS,CRVD,LAM 24" X 48" X 72"	1567.00	1567.00
			FLR2 MNG		-65.00000	
			(R3)	RH,FULL MODESTY	548.45	548.45
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		
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227	HAN 7		LUTS-0042-16UEP	TASK LIGHT,ADAPTABLE 42" WIDE	203.00	1421.00
			FLR2 MNG		-73.00000	
			(16UEP)	6FT CORD,UNDR CAB,PRSMTIC LENS	54.81	383.67
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228	HAE 9		M600-2100	4-LEG STACKER,NO ARMS,POLY OUTER	362.00	3258.00
			FLR2 MNG		-65.00000	
			()	STANDARD VERSION	126.70	1140.30
			,1N-	CHR FAB - HORIZON GRADE A		
			002	COMPASS		
			,TR-	SURFACE 2		
			00F	BLACK		
RM240-1, RM241-1, RM242-1, RM255-1, RM232-2, RM283-1, RM285-1, RM289-1						

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
229	HSV 9		SCT-20-7115	VERY SEATING,TASK,FABRIC SEAT/MESH BACK	832.00	7488.00
			FLR2 MNG		-57.00000	
			(7115)	ARM/LUM/BL,STD BASE,HARD	357.76	3219.84
			,1N-	CSTR,PLST		
			002	CHR FAB - HORIZON GRADE A		
			,MS-	COMPASS		
			00F	CHR FAB - MESH VERY TASK		
			,TR-	MESH		
			00F	BLACK		
			(2)	SURFACE 3		
			,TR-	BLACK		
			00F	TRIM SURFACE 4		
				SURFACE 4		
				BLACK		
RM240-1, RM255-1, RM257-1, RM232-1, RM268-2, RM270-1, RM283-1, RM285-1						
230	HA W	7	UEFS-1648-PML	UPPER STORAGE,UNIGROUP TOO,FLIPPER DOOR,SQUARE,STD MT 48"	612.00	4284.00
			FLR2 MNG		-73.00000	
			(PML)	PAINTED DOOR,STD MOUNT,ON-	165.24	1156.68
			,TR-	MOD,LOCKING		
			00K	SURFACE 1		
			,TR-	CHARCOAL		
			00K	SURFACE 2		
			,LR-	CHARCOAL		
			0BL	LOCK PLUG/RING/GROMMET		
				COLORS		
				BLACK		



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Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
231	HAF 7		VPMH-18-5	V SERIES,PEDESTAL,B/B/F,MOBILE ,PTD FRT 18D,1 LOCK	517.00	3619.00
			FLR2 MNG		-65.00000	
			(5)	STANDARD PULL	180.95	1266.65
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		
232	HAF 6		VTHG-6324-5	V SERIES,PST W/HINGED DOOR,FF,VALET RH 63"H X 24"D,3 LOCKS	1475.00	8850.00
			FLR2 MNG		-65.00000	
			(5)	STANDARD PULL	516.25	3097.50
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		
233	HAF 1		VTHJ-6324-5	V SERIES,PST W/HINGED DOOR,FF,VALET LH 63"H X 24"D,3 LOCKS	1475.00	1475.00
			FLR2 MNG		-65.00000	
			(5)	STANDARD PULL	516.25	516.25
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
			Sif Note		Cust\$	EXT Cust\$
234	HA W	7	WT-60	WALL TRACK 60"	114.00	798.00
	FLR2 MNG		,TR-00K	SURFACE 1 CHARCOAL	-73.00000 30.78	215.46
235	HAJ	7	LSET-5	HW,LOCK,PLUG AND KEY,SET-LSET5	0.00	0.00
	FLR2 MNG		,LX-0BL	LOCK COLOR BLACK	-73.00000 0.00	0.00

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
236			SUBTOTAL	Subtotal for FLR2 MNG		49953.00
					-65.08440	17441.39
237	HAJ 1		LSET-4	HW,LOCK,PLUG AND KEY,SET-LSET4	0.00	0.00
			FLR2 PD CHIEF		-73.00000	
			,LX-0BL	LOCK COLOR BLACK	0.00	0.00
238	HYC 2		LUTS-0030-19WEP	TASK LIGHT,ADAPTABLE 30" WIDE	220.00	440.00
			FLR2 PD CHIEF		-73.00000	
			(19WEP)	9FT CORD,WD CONN,PRSMTIC LENS	59.40	118.80
239	HYC 2		YTWC-1748	YORK,TACKBOARD FOR 2248 OHS W/4" CUBBY	242.00	484.00
			FLR2 PD CHIEF		-54.00000	
			,C1-0AC	SYS/WALL - STRIAE,GRADE A MOONLIGHT	111.32	222.64
240	HYC 1		YYBN-2448-3Q	YORK,BRIDGE,24X48	1146.00	1146.00
			FLR2 PD CHIEF		-54.00000	
			(3Q)	THICK EDGE,INLAY,WOOD FINISH GROUP 4	527.16	527.16
			,V6-Y10	VENEER - YORK LYPTUS COFFEE ON LYPTUS		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
			Sif Note		Cust\$	
241	HYC 1	1	YYE-2732-Q	YORK,MODESTY PANEL,EXTENSION 27X32	229.00	229.00
			FLR2 PD CHIEF (Q) ,V6- Y10	WOOD FINISH GROUP 4 VENEER - YORK LYPTUS COFFEE ON LYPTUS	-54.00000 105.34	105.34
242	HYC 1	1	YYL-2312-LQ	YORK,L SUPPORT PANEL,22 3/4"D	460.00	460.00
			FLR2 PD CHIEF (LQ) ,V6- Y10	LEFT HAND,WOOD FINISH GROUP 4 VENEER - YORK LYPTUS COFFEE ON LYPTUS	-54.00000 211.60	211.60
243	HYC 1	1	YYRT-3672-3Q	YORK,TABLE,RECTANGULAR,42"	3854.00	3854.00
			FLR2 PD CHIEF (3Q) ,V6- Y10	THCK EDGE AND INLAY,WOOD FIN GROUP 40 VENEER - YORK LYPTUS COFFEE ON LYPTUS	-54.00000 1772.84	1772.84
244	HYC 1	1	YYS2-3728-7Q	YORK,STATIONARY LATERAL FILE,2-HIGH,37X28	2393.00	2393.00
			FLR2 PD CHIEF (7Q) ,V6-Y10 ,V9-Y11 ,R8-0BL	WOOD LF,WOOD FINISH GROUP 4 VENEER - COFFEE LYPTUS VENEER - COFFEE FIGURED SAPELE BRUSHED ANODIZED BLACK	-54.00000 1100.78	1100.78

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
			Sif Note		Cust\$	
245	HYC 1	1	YYSE-4284-SX3Q	YORK,DESK,SINGLE PED,42X84	6088.00	6088.00
			FLR2 PD CHIEF		-54.00000	
			(SX3Q)	WOOD	2800.48	2800.48
			,V6-Y10	BBF,LH,THCK,INLAY,WOOD FIN		
			,V9-Y11	GRP 4		
			,R8-0BL	VENEER - COFFEE LYPTUS		
				VENEER - COFFEE FIGURED		
				SAPELE		
				BRUSHED ANODIZED BLACK		
246	HYC 2	1	YYWU-1848-NQR	YORK,WALL-MT OH,STD HT,NO CUBBY,CLOSED STG 18X48	2533.00	5066.00
			FLR2 PD CHIEF		-54.00000	
			(NQR)	NO LOCK,WOOD FINISH GROUP	1165.18	2330.36
			,V6-Y10	4,RH		
			,V9-Y11	VENEER - COFFEE LYPTUS		
			,R8-0BL	VENEER - COFFEE FIGURED		
				SAPELE		
				BRUSHED ANODIZED BLACK		
247	HYC 1	1	YYX-2711-Q	YORK,EXTENSION PANEL 11X27	162.00	162.00
			FLR2 PD CHIEF		-54.00000	
			(Q)	WOOD FINISH GROUP 4	74.52	74.52
			,V6-	VENEER - YORK LYPTUS		
			Y10	COFFEE ON LYPTUS		

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
248			SUBTOTAL	Subtotal for FLR2 PD CHIEF		20322.00
					-54.41138	9264.52
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249	SPC 2		SPLL-3555	VERY SEATING,TASK STOOL,FABRIC SEAT/MESH BACK	1397.00	2794.00
			FLR2 REC CNTR		-57.00000	
			(7115)	ARM/LUM/BL,STD BASE,HARD	600.71	1201.42
			,1N-	GSTR,PLST		
			002	CHR FAB - HORIZON GRADE A		
			,MS-	COMPASS		
			00F	CHR FAB - MESH VERY TASK		
			,TR-	MESH		
			00F	BLACK		
			(2)	SURFACE 3		
			,TR-	BLACK		
			00F	TRIM SURFACE 4		
				SURFACE 4		
				BLACK		
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			RM203-2			
<hr/>						
250			SUBTOTAL	Subtotal for FLR2 REC CNTR		2794.00
					-57.00000	1201.42
<hr/>						
251	HAE 36		M600-2200	4-LEG STACKER,NO ARMS,UPHL OUTER	416.00	14976.00
			FLR2 TRAIN		-65.00000	
			()	STANDARD VERSION	145.60	5241.60
			,1N-	CHR FAB - HORIZON GRADE A		
			002	COMPASS		
			,TR-	SURFACE 2		
			00F	BLACK		

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
252	PTT	18	TARA-2472-LTSNCF4A	PLANES, TABLE, TRAINING, RECTANGULAR 24X72	1468.00	26424.00
			FLR2 TRAIN		-60.00000	
			(LTSNCF4A)	LM, T-, STD, NO	587.20	10569.60
			,0H-	CUTOUT, FLP:GLDS, PNTD		
			0KA	LAMINATE		
			,HP-	BRAZILWOOD		
			08J	LAMINATE/T-MOLD/EDGE BAND		
			,TR-	CHARCOAL		
			00K	SURFACE 3		
			,TR-	CHARCOAL		
			00F	SURFACE 4		
				BLACK		
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253			SUBTOTAL	Subtotal for FLR2 TRAIN		41400.00
					-61.80870	15811.20
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254	HAE	8	M600-2100-5	4-LEG STACKER, NO ARMS, POLY OUTER	408.00	3264.00
			FLR2 WAITING		-65.00000	
			(5)	GANGING	142.80	1142.40
			,1N-	CHR FAB - HORIZON GRADE A		
			002	COMPASS		
			,TR-	SURFACE 2		
			00F	BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
255	HAE 2		MTE1-20	END-OF-RUN CONNECTING TBL,20" LAMINATE,PVC	487.00	974.00
			FLR2 WAITING		-65.00000	
			()	STANDARD VERSION	170.45	340.90
			,0H-	LAMINATE		
			0KA	BRAZIL WOOD		
			,TR-	SURFACE 2		
			00K	CHARCOAL		
			,TR-	SURFACE 3		
			00F	BLACK		
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256	HAE 2		MTI1-20	INLINE TABLE,LAMINATE,PVC 20 INCHES	414.00	828.00
			FLR2 WAITING		-65.00000	
			()	STANDARD VERSION	144.90	289.80
			,0H-	LAMINATE		
			0KA	BRAZIL WOOD		
			,TR-	SURFACE 2		
			00K	CHARCOAL		
			,TR-	SURFACE 3		
			00F	BLACK		
<hr/>						
257			SUBTOTAL	Subtotal for FLR2 WAITING		5066.00
					-65.00000	1773.10

Total Unit List: \$698,976.00
 Total Customer Percentage:
 Total Customer: \$240,812.6
 7

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
1	HAE	26	M600-2100	4-LEG STACKER,NO ARMS,POLY OUTER	362.00	9412.00
			FLR1 CONF		-65.00000	
			()	STANDARD VERSION	126.70	3294.20
			,1N-002	CHR FAB - HORIZON GRADE A COMPASS		
			,TR-00F	SURFACE 2 BLACK		
				RM119-10, RM127-16		
2	HPH	1	TARX-42C0-LTSNJG4C	PLANES, TABLE, HEXAGON 42X120	2130.00	2130.00
			FLR1 CONF		-60.00000	
			(LTSNJG4C)	LM, T-, ST, INT-GLD, 29", CB	852.00	852.00
			,0H-0KA	LAMINATE BRAZILWOOD		
			,HP-08J	LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		
			,0H-0KA	LAMINATE BRAZILWOOD		
			,HP-0KA	LAMINATE/T-MOLD/EDGE BAND BRAZILWOOD		
3	HPH	1	TARX-48K8-LJSNJG4C	PLANES, TABLE, HEXAGON 48X198	4754.00	4754.00
			FLR1 CONF		-60.00000	
			(LJSNJG4C)	LM, 3MM, ST, INT-GLD, 29", CB	1901.60	1901.60
			,0H-0KA	LAMINATE BRAZILWOOD		
			,HP-08J	LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		
			,0H-0KA	LAMINATE BRAZILWOOD		
			,HP-0KA	LAMINATE/T-MOLD/EDGE BAND BRAZILWOOD		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
			Sif Note			
4			SUBTOTAL	Subtotal for FLR1 CONF		16296.00
					-62. 88783	6047.80
5	HA W	3	BFM-1-B	BASE FEED MODULE,HARDWIRE	188.00	564.00
			FLR1 CUBES		-73. 00000	
			(B)	POWER BASE (USA ONLY)	50.76	152.28
6	HAJ	23	CSET-2	HW,LOCK,PLUG AND KEY,CSET PKG OF 2,REPLACEMENT	13.00	299.00
			FLR1 CUBES		-73. 00000	
			,LR- OBL	LOCK PLUG/RING/GROMMET COLORS BLACK	3.51	80.73
7	HAJ	6	CSET-6	HW,LOCK,PLUG AND KEY,CSET PKG OF 6,REPLACEMENT	40.00	240.00
			FLR1 CUBES		-73. 00000	
			,LR- OBL	LOCK PLUG/RING/GROMMET COLORS BLACK	10.80	64.80
8	HA W	6	E2CC-90-4	90DEG TOP CAP,FOR 2-, 3-, OR 4- WAY	42.00	252.00
			FLR1 CUBES		-73. 00000	
			(4)	FOUR-WAY	11.34	68.04
			,TR- 00K	SURFACE 1 CHARCOAL		



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Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
9	HA W	10	E2MN-246-B	MONO PANEL,SQ TOP CAP,NO-POWER,24"W X 48"H	513.00	5130.00
			FLR1 CUBES		-73.00000	
			(B)	POWER BASE	138.51	1385.10
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
10	HA W	11	E2MN-346-B	MONO PANEL,SQ TOP CAP,NO-POWER,36"W X 48"H	601.00	6611.00
			FLR1 CUBES		-73.00000	
			(B)	POWER BASE	162.27	1784.97
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
11	HA W	16	E2MN-4246-B	MONO PANEL,SQ TOP CAP,NO-POWER,42"W X 48"H	656.00	10496.00
			FLR1 CUBES		-73.00000	
			(B)	POWER BASE	177.12	2833.92
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		



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Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
				Option	Cust%	
				Option Description	Cust\$	EXT Cust\$
Sif Note						
12	HA W	14	E2MP-346-B	MONO PANEL,SQ TOP CAP,W/POWER,36"W X 48"H	765.00	10710.00
			FLR1 CUBES		-73.00000	
			(B)	POWER BASE	206.55	2891.70
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
13	HA W	11	E2MP-4246-B	MONO PANEL,SQ TOP CAP,W/POWER,42"W X 48"H	820.00	9020.00
			FLR1 CUBES		-73.00000	
			(B)	POWER BASE	221.40	2435.40
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
14	HA W	8	E2PC-46	90DEG FINISH POST,PAINTED,48"H	80.00	640.00
			FLR1 CUBES		-73.00000	
			()	STANDARD VERSION	21.60	172.80
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
15	HA W	5	E2PS-46	180DEG FINISH POST,PAINTED,48"H	73.00	365.00
			FLR1 CUBES		-73.00000	
			()	FULL-HEIGHT	19.71	98.55
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		
16	HA W	13	HTB-4216	TACKBOARD 42" X 16"	207.00	2691.00
			FLR1 CUBES		-73.00000	
			()	FOR ACOUSTICAL PANEL	55.89	726.57
			,C1-0AC	SYS/WALL - STRIAE, GRADE A MOONLIGHT		
17	HAF	38	JFFA-15	X SERIES,FRONT-TO-BACK HANGING BAR	26.00	988.00
			FLR1 CUBES		-65.00000	
					9.10	345.80
18	HAJ	5	LSET-3	HW,LOCK,PLUG AND KEY,SET- LSET3	0.00	0.00
			FLR1 CUBES		-73.00000	
			,LX-0BL	LOCK COLOR BLACK	0.00	0.00

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
19	HAJ 1		LSET-6	HW,LOCK,PLUG AND KEY,SET-LSET6	0.00	0.00
			FLR1 CUBES		-73.00000	
			,LX-0BL	LOCK COLOR BLACK	0.00	0.00
20	HA W	4	PCSS-3-B	STRAIGHT SPAN POWER CONNECTOR	100.00	400.00
			FLR1 CUBES		-73.00000	
			(B)	POWER BASE	27.00	108.00
21	HA W	6	PRD-3-B	DUPLEX RECEPTACLES (BOX OF 6)	137.00	822.00
			FLR1 CUBES		-73.00000	
			(B)	POWER BASE	36.99	221.94
			,TR-00K	SURFACE 1 CHARCOAL		
22	HSV	4	SCT-20-0115	VERY SEATING,TASK,FABRIC SEAT/MESH BACK	657.00	2628.00
			FLR1 CUBES		-57.00000	
			(0115)	BL,LMB,STD BASE,HARD	282.51	1130.04
			,1N-002	CSTR,PLST		
			,MS-00F	CHR FAB - HORIZON GRADE A COMPASS		
			,TR-00F	CHR FAB - MESH VERY TASK		
			(2)	MESH		
			,TR-00F	BLACK		
			(2)	SURFACE 3		
			,TR-00F	BLACK		
				TRIM SURFACE 4		
				SURFACE 4		
				BLACK		

RM171-1, RM173-1, RM131-2

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
23	HSV 8		SCT-20-7115	VERY SEATING,TASK,FABRIC SEAT/MESH BACK	832.00	6656.00
			FLR1 CUBES		-57.00000	
			(7115)	ARM/LUM/BL,STD BASE,HARD	357.76	2862.08
			,1N-	CSTR,PLST		
			002	CHR FAB - HORIZON GRADE A		
			,MS-	COMPASS		
			00F	CHR FAB - MESH VERY TASK		
			,TR-	MESH		
			00F	BLACK		
			(2)	SURFACE 3		
			,TR-	BLACK		
			00F	TRIM SURFACE 4		
				SURFACE 4		
				BLACK		
				RM170-7, RM122-1		
24	HA W	13	VLRD-0230-5A	V SERIES,LATERAL FILE,TWO-HIGH 30W,1 LOCK	663.00	8619.00
			FLR1 CUBES		-65.00000	
			(5A)	STANDARD PULL,ATTACHED	232.05	3016.65
			,TR-	SURFACE 1		
			00K	CHARCOAL		
			,TR-	SURFACE 2		
			00K	CHARCOAL		
			,LR-	LOCK PLUG/RING/GROMMET		
			0BL	COLORS		
				BLACK		
25	HA W	6	VLRD-0242-5A	V SERIES,LATERAL FILE,TWO-HIGH 42W,1 LOCK	907.00	5442.00
			FLR1 CUBES		-65.00000	
			(5A)	STANDARD PULL,ATTACHED	317.45	1904.70
			,TR-	SURFACE 1		
			00K	CHARCOAL		
			,TR-	SURFACE 2		
			00K	CHARCOAL		
			,LR-	LOCK PLUG/RING/GROMMET		
			0BL	COLORS		
				BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
26	HA W	13	VPAH-24-5	V SERIES,PEDESTAL,B/B/F,ATTAC HED,PTD FRT 24D,1 LOCK	440.00	5720.00
			FLR1 CUBES		-65.00000	
			(5)	STANDARD PULL	154.00	2002.00
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		
27	HA W	3	WMK-46	WALL MOUNT KIT 48"	89.00	267.00
			FLR1 CUBES		-73.00000	
			,TR-00K	SURFACE 1 CHARCOAL	24.03	72.09
28	HA W	6	WUCP-4272-LTSAL44	COMPOSE,WKSURF,CORNER,EX TENDED 42W X 72L	913.00	5478.00
			FLR1 CUBES		-73.00000	
			(LTSAL44)	LAM,T- MOLD,STD,WRWAY,LH,24,24	246.51	1479.06
			,0H-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGEBAND CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
29	HA W	8	WUCP-4272-LTSAR44	COMPOSE,WKSURF,CORNER,EXTENDED 42W X 72L	913.00	7304.00
			FLR1 CUBES		-73.00000	
			(LTSAR44)	LAM,T-MOLD,STD,WRWAY,RH,24,24	246.51	1972.08
			,0H-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
30	HA W	13	WURA-2442-LTSA	RECT WORKSURFACE 24D X 42W	306.00	3978.00
			FLR1 CUBES		-73.00000	
			(LTSA)	LAM,T-MOLD,STD CORE,WWIREWAY	82.62	1074.06
			,0H-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
31	HA W	3	WURA-2484-LTSA	RECT WORKSURFACE 24D X 84W	547.00	1641.00
			FLR1 CUBES		-73.00000	
			(LTSA)	LAM,T-MOLD,STD CORE,WWIREWAY	147.69	443.07
			,0H-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
32	HA W	19	ZEBA-0000-PL	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	16.00	304.00
			FLR1 CUBES		-73.00000	
			(PL)	PAINTED,LEFT HAND	4.32	82.08

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
			Sif Note			
33	HA W	18	ZEBA-0000-PR	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	16.00	288.00
			FLR1 CUBES (PR)	PAINTED,RIGHT HAND	-73.00000 4.32	77.76
34	HA W	1	ZEBD-1600-PL	CNTLVR BRKT,UNIGROUP/TOO/PLACES,S TANDARD,16.5"D	45.00	45.00
			FLR1 CUBES (PL)	PAINTED (BLACK),LEFT HAND	-73.00000 12.15	12.15
35	HA W	14	ZEBD-1600-PP	CNTLVR BRKT,UNIGROUP/TOO/PLACES,S TANDARD,16.5"D	83.00	1162.00
			FLR1 CUBES (PP)	PAINTED (BLACK),PAIR	-73.00000 22.41	313.74
36	HA W	14	ZEBR-0000-PN	Rear-Corner Bracket	16.00	224.00
			FLR1 CUBES (PN)	PAINTED,NON-HANDED	-73.00000 4.32	60.48

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
37			SUBTOTAL	Subtotal for FLR1 CUBES		98984.00
					-69.82074	29872.64
38	HA W	9	HTB-5416	TACKBOARD 54" X 16"	243.00	2187.00
			FLR1 EXEC		-73.00000	
			()	FOR ACOUSTICAL PANEL	65.61	590.49
			,C1-	SYS/WALL - STRIAE, GRADE A		
			0AC	MOONLIGHT		
39	HAF	2	JCCL-42	TABLE, ROUND, LAM 42" DIA	762.00	1524.00
			FLR1 EXEC		-40.00000	
			,0H-	LAMINATE	457.20	914.40
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
40	HAF	5	JCPR-0230-SJA	X	1326.00	6630.00
				SERIES, COMBO, B/B/F/LF, 2X30, 1		
				LK, DRAWER ACCYS. NOT		
				INCLUDED		
			FLR1 EXEC		-65.00000	
			(SJA)	PTD FRT, J STEEL PULL, ATTC	464.10	2320.50
			,TR-	SURFACE 1		
			00K	CHARCOAL		
			,LR-	LOCK PLUG/RING/GROMMET		
			0BL	COLORS		
				BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
41	HAF	5	JFBL-2436-1	BRIDGE,LAMINATE,DESK HT 24" X 36"	528.00	2640.00
			FLR1 EXEC		-65.00000	
			(1)	1/3 MODESTY	184.80	924.00
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
42	HAF	26	JFFA-15	X SERIES,FRONT-TO-BACK HANGING BAR	26.00	676.00
			FLR1 EXEC		-65.00000	
					9.10	236.60
43	HAF	5	JFSL-2472-3	X-SERIES,DESK SHELL,STD,LAMINATE 24" X 72"	1337.00	6685.00
			FLR1 EXEC		-65.00000	
			(3)	FULL MODESTY	467.95	2339.75
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
			Sif Note		Cust\$	
44	HAF	5	JFVL-2446-L3	WRAP-AROUND "D" WS,CRVD,LAM 24" X 48" X 72"	1567.00	7835.00
			FLR1 EXEC		-65.00000	
			(L3)	LH,FULL MODESTY	548.45	2742.25
			,OH-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		
45	HAF	6	JVPW-0542-SSJ	X SERIES,COMBO/VALET,3 LATERALS,RH VALET,2 LOCKS	3103.00	18618.00
			FLR1 EXEC		-65.00000	
			(SSJ)	PNTD,J STEEL PULL	1086.05	6516.30
			,TR-	SURFACE 1		
			00K	CHARCOAL		
			,LR-	LOCK PLUG/RING/GROMMET		
			0BL	COLORS		
				BLACK		
46	HAJ	1	LSET-4	HW,LOCK,PLUG AND KEY,SET- LSET4	0.00	0.00
			FLR1 EXEC		-73.00000	
			,LX-	LOCK COLOR	0.00	0.00
			0BL	BLACK		
47	HAJ	6	LSET-5	HW,LOCK,PLUG AND KEY,SET- LSET5	0.00	0.00
			FLR1 EXEC		-73.00000	
			,LX-	LOCK COLOR	0.00	0.00
			0BL	BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$	
			Option	Option Description	Cust%		
					Cust\$	EXT Cust\$	
Sif Note							
48	HA W	5	LUTS-0030-16UEP	TASK LIGHT,ADAPTABLE 30" WIDE	186.00	930.00	
	FLR1 EXEC		(16UEP)	6FT CORD,UNDR CAB,PRSMTIC LENS	-73.00000		
					50.22	251.10	
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49	HAE	11	M600-2100	4-LEG STACKER,NO ARMS,POLY OUTER	362.00	3982.00	
	FLR1 EXEC		()	STANDARD VERSION	-65.00000		
			,1N-002	CHR FAB - HORIZON GRADE A COMPASS	126.70	1393.70	
			,TR-00F	SURFACE 2 BLACK			
			RM146-2, RM147-2, RM179-1				
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50	HA W	4	UEFS-1654-PMN	UPPER STORAGE,UNIGROUP TOO,FLIPPER DOOR,SQUARE,STD MT 54"	652.00	2608.00	
	FLR1 EXEC		(PMN)	PAINTED DOOR,STD MOUNT,ON-MOD,NON-LOCKING	-73.00000		
			,TR-00K	SURFACE 1	176.04	704.16	
			,TR-00K	CHARCOAL SURFACE 2 CHARCOAL			

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
51	HA W	5	UUFS-1654-PWL	UPPER STORAGE,ADAPTABLE,FLIPPER DOOR,SQUARE,STD MT 54"	649.00	3245.00
			FLR1 EXEC		-73.00000	
			(PWL)	PAINTED,WALL MOUNT,LOCKING SURFACE 1	175.23	876.15
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 2		
			,LR-0BL	CHARCOAL		
				LOCK PLUG/RING/GROMMET COLORS		
				BLACK		
52	HA W	9	WT-60	WALL TRACK 60"	114.00	1026.00
			FLR1 EXEC		-73.00000	
			,TR-00K	SURFACE 1	30.78	277.02
				CHARCOAL		

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$

53			SUBTOTAL	Subtotal for FLR1 EXEC		58586.00
					-65. 71464	20086.42

54	HSV 1		SCT-20-0015	VERY SEATING,TASK,FABRIC SEAT/MESH BACK	587.00	587.00
			FLR1 INTVW		-57. 00000	
			(0015)	BL,STD BASE,HARD CSTR,PLST	252.41	252.41
			,1N-002	CHR FAB - HORIZON GRADE A COMPASS		
			,MS-00F	CHR FAB - MESH VERY TASK MESH		
			,TR-00F	BLACK		
			(2)	SURFACE 3		
			,TR-00F	BLACK		
				TRIM SURFACE 4		
				SURFACE 4		
				BLACK		

RM-115-1

55	SPC 2		SPLN-0099	X-SERIES,DESK SHELL,EXEC,LAMINATE 30" X 36"	1218.00	2436.00
			FLR1 INTVW		-65. 00000	
			(3)	FULL MODESTY	426.30	852.60
			,0H-0KA	LAMINATE BRAZILWOOD		
			,HP-08J	LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
56			SUBTOTAL	Subtotal for FLR1 INTVW		3023.00
					-63. 44658	1105.01
57	HA W	3	BFM-1-B	BASE FEED MODULE,HARDWIRE	188.00	564.00
			FLR1 MNG		-73. 00000	
			(B)	POWER BASE (USA ONLY)	50.76	152.28
58	HA W	2	E2MP-262-B	MONO PANEL,SQ TOP CAP,W/POWER,24"W X 64"H	694.00	1388.00
			FLR1 MNG		-73. 00000	
			(B)	POWER BASE	187.38	374.76
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
59	HA W	1	E2MP-4262-B	MONO PANEL,SQ TOP CAP,W/POWER,42"W X 64"H	871.00	871.00
			FLR1 MNG		-73. 00000	
			(B)	POWER BASE	235.17	235.17
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
60	HA W FLR1 MNG	8	E2MP-438-B	MONO PANEL,SQ TOP CAP,W/POWER,48"W X 40"H	825.00	6600.00
			(B)	POWER BASE	-73.00000	
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK	222.75	1782.00
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
61	HA W FLR1 MNG	6	E2MP-462-B	MONO PANEL,SQ TOP CAP,W/POWER,48"W X 64"H	906.00	5436.00
			(B)	POWER BASE	-73.00000	
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK	244.62	1467.72
			,FZ-002	SYS FAB, -IOWA,GRADE A CEDAR ROCK		
			,TR-00K	SURFACE 3 CHARCOAL		
			,TR-00K	SURFACE 4 CHARCOAL		
62	HA W FLR1 MNG	2	E2PC-38-V	90DEG FINISH POST,PAINTED,40"H	89.00	178.00
			(V)	VARIABLE HEIGHT	-73.00000	
			,TR-00K	SURFACE 1 CHARCOAL	24.03	48.06
			,TR-00K	SURFACE 2 CHARCOAL		
			,TR-00K	SURFACE 3 CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
63	HA W FLR1 MNG	2	E2PS-32-N	180DEG FINISH POST,VERTICAL COVER ONLY,PAINTED,32"H	37.00	74.00
			(N)	VERTICAL COVER ONLY	-73.00000	
			,TR-00K	SURFACE 1 CHARCOAL	9.99	19.98
64	HA W FLR1 MNG	2	E2PS-62-V2I	180DEG FINISH POST,PAINTED,64"H	89.00	178.00
			(V2I)	VARIABLE HT (2-WAY STRGHT CAP)	-73.00000	
			,TR-00K	SURFACE 1	24.03	48.06
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 2		
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 3		
			,TR-00K	CHARCOAL		
65	HA W FLR1 MNG	9	HTB-4816	TACKBOARD 48" X 16"	216.00	1944.00
			()	FOR ACOUSTICAL PANEL	-73.00000	
			,C1-0AC	SYS/WALL - STRIAE, GRADE A MOONLIGHT	58.32	524.88
66	HAF FLR1 MNG	1	JCCL-42	TABLE,ROUND,LAM 42"DIA	762.00	762.00
			,0H-0KA	LAMINATE BRAZILWOOD	-40.00000	
			,HP-08J	LAMINATE/T-MOLD/EDGE BAND	457.20	457.20
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 3		
			,TR-00K	CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
			Sif Note		Cust\$	
67	HAF	12	JFFA-15	X SERIES,FRONT-TO-BACK HANGING BAR	26.00	312.00
			FLR1 MNG		-65.00000	
					9.10	109.20
68	HAF	2	JFPL-2448-3	WRAP-AROUND CORNER,CURVED,LAM 24" X 48"	1305.00	2610.00
			FLR1 MNG		-65.00000	
			(3)	FULL MODESTY	456.75	913.50
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		
69	HAF	1	JFRL-2448-R3	X SERIES,DESK HT RETURN,LAMINATE,24X48,1 LOCK	1013.00	1013.00
			FLR1 MNG		-65.00000	
			(R3)	RH,FULL MODESTY	354.55	354.55
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
70	HAF 2		JFVL-2446-L3	WRAP-AROUND "D" WS,CRVD,LAM 24" X 48" X 72"	1567.00	3134.00
			FLR1 MNG		-65.00000	
			(L3)	LH,FULL MODESTY	548.45	1096.90
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		
71	HAF 1		JFVL-2446-R3	WRAP-AROUND "D" WS,CRVD,LAM 24" X 48" X 72"	1567.00	1567.00
			FLR1 MNG		-65.00000	
			(R3)	RH,FULL MODESTY	548.45	548.45
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,TR-	SURFACE 4		
			00K	CHARCOAL		
72	HAJ 4		LSET-5	HW,LOCK,PLUG AND KEY,SET- LSET5	0.00	0.00
			FLR1 MNG		-73.00000	
			,LX-	LOCK COLOR	0.00	0.00
			0BL	BLACK		

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
73	HA W	9	LUTS-0030-16UEP	TASK LIGHT,ADAPTABLE 30" WIDE	186.00	1674.00
	FLR1 MNG		(16UEP)	6FT CORD,UNDR CAB,PRSM TIC LENS	-73.00000 50.22	451.98
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74	HAE	1	M600-2100	4-LEG STACKER,NO ARMS,POLY OUTER	362.00	362.00
	FLR1 MNG		()	STANDARD VERSION	-65.00000 126.70	126.70
			,1N-002	CHR FAB - HORIZON GRADE A COMPASS		
			,TR-00F	SURFACE 2 BLACK		
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75	HA W	3	PRD-3-B	DUPLEX RECEPTACLES (BOX OF 6)	137.00	411.00
	FLR1 MNG		(B)	POWER BASE	-73.00000 36.99	110.97
			,TR-00K	SURFACE 1 CHARCOAL		
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76	HSV	7	SCT-20-0115	VERY SEATING,TASK,FABRIC SEAT/MESH BACK	657.00	4599.00
	FLR1 MNG		(0115)	BL,LMB,STD BASE,HARD	-57.00000 282.51	1977.57
			,1N-002	CSTR,PLST		
			,MS-00F	CHR FAB - HORIZON GRADE A COMPASS		
			,TR-00F	CHR FAB - MESH VERY TASK MESH		
			(2)	BLACK		
			,TR-00F	SURFACE 3 BLACK		
				TRIM SURFACE 4 SURFACE 4 BLACK		

Rec #	Mfg Tag	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
77	HSV 1		SCT-20-7115	VERY SEATING,TASK,FABRIC SEAT/MESH BACK	832.00	832.00
	FLR1 MNG		(7115)	ARM/LUM/BL,STD BASE,HARD	-57.00000	
			,1N-002	CSTR,PLST	357.76	357.76
			,MS-00F	CHR FAB - HORIZON GRADE A COMPASS		
			,TR-00F	CHR FAB - MESH VERY TASK		
			(2)	MESH		
			,TR-00F	BLACK		
				SURFACE 3		
			,TR-00F	BLACK		
				TRIM SURFACE 4		
				SURFACE 4		
				BLACK		
RM137-1						
78	HA W	9	UEFS-1648-PML	UPPER STORAGE,UNIGROUP TOO,FLIPPER DOOR,SQUARE,STD MT 48"	612.00	5508.00
	FLR1 MNG		(PML)	PAINTED DOOR,STD MOUNT,ON-	-73.00000	
			,TR-00K	MOD,LOCKING	165.24	1487.16
			,TR-00K	SURFACE 1		
			,LR-0BL	CHARCOAL		
				SURFACE 2		
				CHARCOAL		
				LOCK PLUG/RING/GROMMET		
				COLORS		
				BLACK		
79	HAF	3	VLRD-0442-L	V SERIES,LATERAL FILE,FOUR- HIGH 42W,1 LOCK	1466.00	4398.00
	FLR1 MNG		(L)	FULL STEEL PULL	-65.00000	
			,TR-00K	SURFACE 1	513.10	1539.30
			,LR-0BL	CHARCOAL		
				LOCK PLUG/RING/GROMMET		
				COLORS		
				BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
80	HA W	6	VPAH-24-5	V SERIES,PEDESTAL,B/B/F,ATTAC HED,PTD FRT 24D,1 LOCK	440.00	2640.00
			FLR1 MNG		-65.00000	
			(5)	STANDARD PULL	154.00	924.00
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		
81	HAF	3	VPMH-18-5	V SERIES,PEDESTAL,B/B/F,MOBILE ,PTD FRT 18D,1 LOCK	517.00	1551.00
			FLR1 MNG		-65.00000	
			(5)	STANDARD PULL	180.95	542.85
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		
82	HAF	5	VTHG-6324-5	V SERIES,PST W/HINGED DOOR,FF,VALET RH 63"H X 24"D,3 LOCKS	1475.00	7375.00
			FLR1 MNG		-65.00000	
			(5)	STANDARD PULL	516.25	2581.25
			,TR-00K	SURFACE 1 CHARCOAL		
			,TR-00K	SURFACE 2 CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET COLORS BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
83	HAF	1	VTHJ-6324-5	V SERIES,PST W/HINGED DOOR,FF,VALET LH 63"H X 24"D,3 LOCKS	1475.00	1475.00
			FLR1 MNG		-65.00000	
			(5)	STANDARD PULL	516.25	516.25
			,TR-00K	SURFACE 1		
			,TR-00K	CHARCOAL		
			,TR-00K	SURFACE 2		
			,TR-00K	CHARCOAL		
			,LR-0BL	LOCK PLUG/RING/GROMMET		
				COLORS		
				BLACK		
84	HA W	3	WT-60	WALL TRACK 60"	114.00	342.00
			FLR1 MNG		-73.00000	
			,TR-00K	SURFACE 1	30.78	92.34
				CHARCOAL		
85	HA W	3	WUCD-4872-LJSAL4	WRAP-AROUND D-SHAPED CONVERGENT WORKSURFACE 48 X 72	1042.00	3126.00
			FLR1 MNG		-73.00000	
			(LJSAL4)	LAM,EDGBND,STD,WIREWAY,LH, 24	281.34	844.02
			,OH-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS		
				LAMINATE/T-MOLD/EDGEBAND		
				CHARCOAL		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
86	HA W	3	WUCD-4872-LJSAR4	WRAP-AROUND D-SHAPED CONVERGENT WORKSURFACE 48 X 72	1042.00	3126.00
			FLR1 MNG		-73.00000	
			(LJSAR4)	LAM,EDGBND,STD,WIREWAY,RH, 24	281.34	844.02
			,OH-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
87	HA W	6	WUCL-0001	STRAIGHT LEG BASIC,UNIVERSAL	109.00	654.00
			FLR1 MNG		-73.00000	
					29.43	176.58
88	HA W	6	WUCR-4848-LJSAN44	CORNER,90DEG WRAP-AROUND WORKSURFACE 48 X 48	647.00	3882.00
			FLR1 MNG		-73.00000	
			(LJSAN44)	LAM,EDGBND,STD,WRWY,NHND, 24,24	174.69	1048.14
			,OH-DL5	LAMINATE		
			,HP-08J	NATURAL TIGRIS LAMINATE/T-MOLD/EDGE BAND CHARCOAL		
89	HA W	3	ZEBA-0000-PL	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	16.00	48.00
			FLR1 MNG		-73.00000	
			(PL)	PAINTED,LEFT HAND	4.32	12.96

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	
					Cust\$	EXT Cust\$
Sif Note						
90	HA W	3	ZEBA-0000-PR	BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES	16.00	48.00
			FLR1 MNG		-73.00000	
			(PR)	PAINTED,RIGHT HAND	4.32	12.96
91	HA W	6	ZEBD-1600-CP	CNTLVR BRKT,UNIGROUP/TOO/PLACES,S TANDARD,16.5"D	100.00	600.00
			FLR1 MNG		-73.00000	
			(CP)	PAINTED,PAIR	27.00	162.00
			,TR-00K	SURFACE 1 CHARCOAL		
92	HA W	6	ZEBR-0000-PN	Rear-Corner Bracket	16.00	96.00
			FLR1 MNG		-73.00000	
			(PN)	PAINTED,NON-HANDED	4.32	25.92
93	HA W	3	ZEBV-0000-PL	MOUNT BRKT,CONVERGENT,UNIGROUP/TOO/PLACES	21.00	63.00
			FLR1 MNG		-73.00000	
			(PL)	PAINTED,LEFT HAND	5.67	17.01
94	HA W	3	ZEBV-0000-PR	MOUNT BRKT,CONVERGENT,UNIGROUP/TOO/PLACES	21.00	63.00
			FLR1 MNG		-73.00000	
			(PR)	PAINTED,RIGHT HAND	5.67	17.01

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
95			SUBTOTAL	Subtotal for FLR1 MNG		69504.00
					-68.34504	22001.46
96	SPC 2		SPLL-3555	VERY SEATING,TASK STOOL,FABRIC SEAT/MESH BACK	1397.00	2794.00
			FLR1 REC CNTR		-57.00000	
			(7115)	ARM/LUM/BL,STD BASE,HARD	600.71	1201.42
			,1N-	CSTR,PLST		
			002	CHR FAB - HORIZON GRADE A		
			,MS-	COMPASS		
			00F	CHR FAB - MESH VERY TASK		
			,TR-	MESH		
			00F	BLACK		
			(2)	SURFACE 3		
			,TR-	BLACK		
			00F	TRIM SURFACE 4		
				SURFACE 4		
				BLACK		
			RM117-2			
97			SUBTOTAL	Subtotal for FLR1 REC CNTR		2794.00
					-57.00000	1201.42
98	HAE 48		M600-2100	4-LEG STACKER,NO ARMS,POLY OUTER	362.00	17376.00
			FLR1 TRAIN		-65.00000	
			()	STANDARD VERSION	126.70	6081.60
			,1N-	CHR FAB - HORIZON GRADE A		
			002	COMPASS		
			,TR-	SURFACE 2		
			00F	BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
99	HAE 3		MPRV-CART	IMPROV,STACKING CART	308.00	924.00
			FLR1 TRAIN		-65.00000	
					107.80	323.40
<hr/>						
100	PTT 18		TARA-2472-LTSNCH4A	PLANES,TABLE,TRAINING,RECTANGULAR 24X72	1468.00	26424.00
			FLR1 TRAIN		-60.00000	
			(LTSNCH4A)	LM,T-,STD,NO	587.20	10569.60
			,0H-	CUTOUT,FLP:CSTRS,PNTD		
			,0KA	LAMINATE		
			,HP-	BRAZILWOOD		
			,08J	LAMINATE/T-MOLD/EDGEBAND		
			,TR-	CHARCOAL		
			,00K	SURFACE 3		
			,TR-	CHARCOAL		
			,007	SURFACE 4		
				FOG		
<hr/>						
101			SUBTOTAL	Subtotal for FLR1 TRAIN		44724.00
					-62.04588	
						16974.60
<hr/>						
102	HAE 8		M600-2100-5	4-LEG STACKER,NO ARMS,POLY OUTER	408.00	3264.00
			FLR1 WAIT AREA		-65.00000	
			(5)	GANGING	142.80	1142.40
			,1N-	CHR FAB - HORIZON GRADE A		
			,002	COMPASS		
			,TR-	SURFACE 2		
			,00F	BLACK		

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
103	HAE 2		MTI1-20	INLINE TABLE,LAMINATE,PVC 20 INCHES	414.00	828.00
			FLR1 WAIT AREA			
			()	STANDARD VERSION	-65.00000	
			,0H-	LAMINATE	144.90	289.80
			0KA	BRAZIL WOOD		
			,TR-	SURFACE 2		
			00K	CHARCOAL		
			,TR-	SURFACE 3		
			00F	BLACK		
<hr/>						
104			SUBTOTAL	Subtotal for FLR1 WAIT AREA		4092.00
					-65.00000	1432.20
<hr/>						
105	HAF 4		JCCL-42	TABLE,ROUND,LAM 42"DIA	706.00	2824.00
			FLR2 BREAK			
			,0H-	LAMINATE	-40.00000	
			0DA	OATS GRAIN	423.60	1694.40
			,HP-	LAMINATE/T-MOLD/EDGE BAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
<hr/>						
106			SUBTOTAL	Subtotal for FLR2 BREAK		2824.00
					-40.00000	1694.40
<hr/>						

Rec #	Mfg Tag 2	Qty	Part Number	Part Description	List\$	EXT List\$
			Option	Option Description	Cust%	EXT Cust\$
Sif Note						
107	HAE	50	M600-2100	4-LEG STACKER,NO ARMS,POLY OUTER	362.00	18100.00
			FLR2 CONF		-65.00000	
			()	STANDARD VERSION	126.70	6335.00
			,1N-	CHR FAB - HORIZON GRADE A		
			002	COMPASS		
			,TR-	SURFACE 2		
			00F	BLACK		
RM211-10, RM254-12, RM227-10, RM239-8, RM291-10						
108	HPH	1	TARX-42C0-LTSNJG4C	PLANES,TABLE,HEXAGON 42X120	2130.00	2130.00
			FLR2 CONF		-60.00000	
			(LTSNJG4C)	LM,T-,ST,INT-GLD,29",CB	852.00	852.00
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			08J	CHARCOAL		
			,TR-	SURFACE 3		
			00K	CHARCOAL		
			,0H-	LAMINATE		
			0KA	BRAZILWOOD		
			,HP-	LAMINATE/T-MOLD/EDGEBAND		
			0KA	BRAZILWOOD		



Council Synopsis

February 12, 2013

5N

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Amending the salary range for the job classification of Fire Chief from 38.1 to 39.1 to be consistent and equitable with other department directors, effective February 16, 2013

2. DISCUSSION OF ISSUE:

The salary range for job classifications including Development Services Director and Municipal Services Director is 39.1 in the management group. Currently the job classification for Fire Chief is 38.1. The difference between the two ranges represents a five percent (5%) disparity.

It is the recommendation of staff to amend the salary range for the job classification for Fire Chief from 38.1 to 39.1. The position of Fire Chief serves as a department director under the direction of the City Manager, and provides administrative direction over the fire department. The City Manager is requesting the City Council approve the proposed amendment, as it provides consistency and equity among other department directors in the organization.

3. BASIS FOR RECOMMENDATION:

Consistency in salary ranges for other department directors.

Strategic Plan Initiative: A. POLICY INITIATIVE – EFFECTIVE LEADERSHIP

Goal(s): c. Hire, develop and retain the best and most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose to deny this request.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE }
SALARY RANGE FOR THE JOB }
CLASSIFICATION OF FIRE CHIEF FROM }
38.1 TO 39.1 TO BE CONSISTENT AND }
EQUITABLE WITH OTHER DEPARTMENT }
DIRECTORS, EFFECTIVE FEBRUARY 16, }
2013 }

RESOLUTION NO. 2013-

WHEREAS, the salary range for job classifications including Development Services Director and Municipal Services Director is 39.1 in the management group and currently the salary range for the job classification for Fire Chief is 38.1; and

WHEREAS, the difference between the two ranges represents a five percent (5%) disparity; and

WHEREAS, it is the recommendation of staff to amend the salary range for the job classification for Fire Chief from 38.1 to 39.1 as the position of Fire Chief serves as a department director under the direction of the City Manager and provides administrative direction over the fire department; and

WHEREAS, the City Manager is requesting the City Council approve the proposed amendment as it provides consistency and equity among other department directors in the organization.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby amend the salary range for the job classification of Fire Chief from 38.1 to 39.1 effective February 16, 2013.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of February, 2013, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

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



CLAIM FORM
(Please type or print)

RECEIVED
JAN 11 2013
50
City of Turlock
Administrative Services

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

CLAIM AGAINST: TURLOCK CITY
(Name of Entity)

Claimant's name: KEVIN E. CHASE

SS#: [REDACTED] DOB: 52683 Gender: Male X Female

Claimant's address: 1220 HARVEST RD TURLOCK CA

Claimant's Telephone Number(s): 310-699-2790

Address where notices about claim are to be sent, if different from above: 11711 KIOWA AVE #7 LOS ANGELES CA 90049

Date of incident/accident: 12-25-2012

Date injuries, damages, or losses were discovered: 12-25-2012

Location of incident/accident: COLORADO AVE & CEDAR RIDGE DR

What did entity or employee do to cause this loss, damage, or injury? DAMAGES CAUSED BY POT HOLE THAT WAS NOT FILLED IN BY CITY

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

What specific injuries, damages, or losses did claimant receive? VEHICLE DAMAGES TO TIRE & RIM

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$2,000

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

How was this amount calculated (please itemize)? AMG MERCEDEZ RIM \$1,668.31 225-17-40 17" FIRE CONTENTERTA \$250 INSTALLED LABOR \$100

Date Signed: JAN 9, 2013 Signature: [Signature]

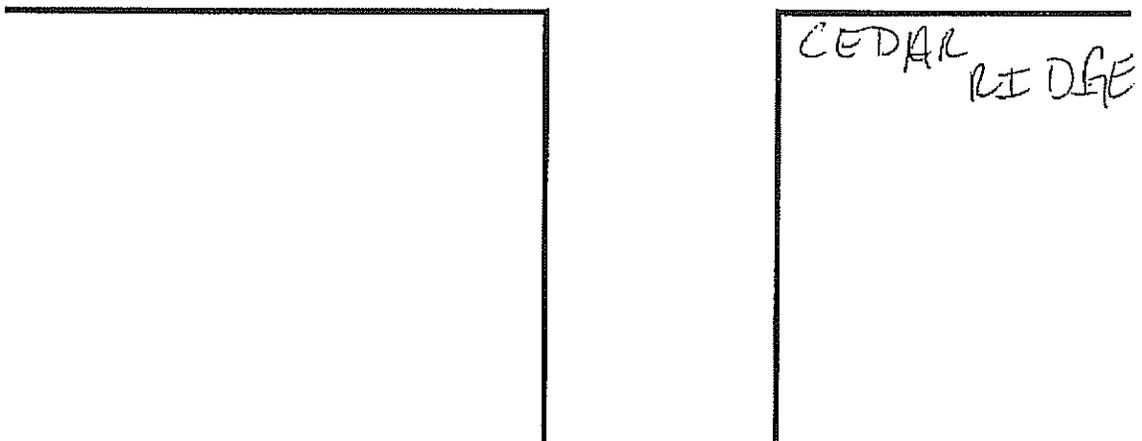
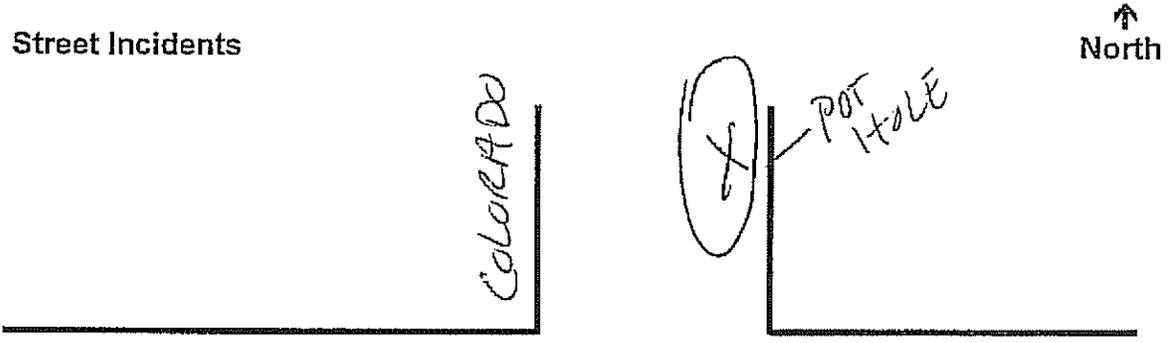
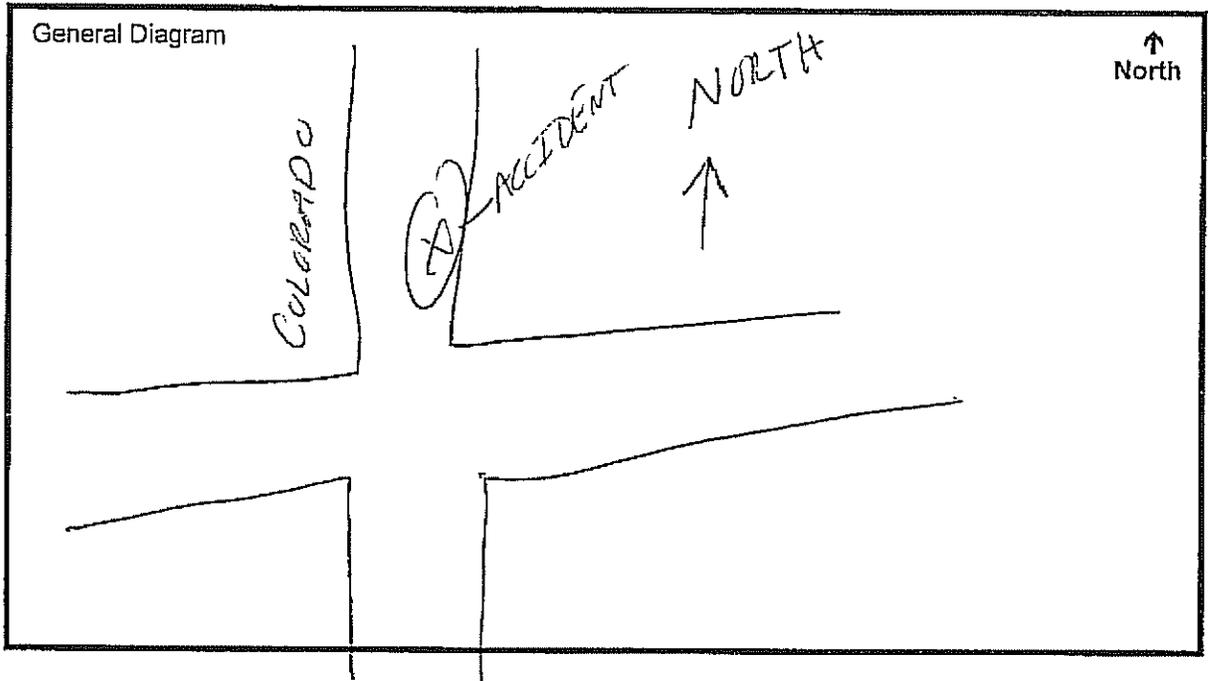
If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

DIAGRAMS



W.I. Simonson

Authorized Mercedes-Benz Retailer

SANTA MONICA, CA 90403

310 820 5335

310 820 5335

PARTS FAX 310 820 4212

E-MAIL: wsimonson@wi.com



Mercedes-Benz



W.I. Simonson

POSITIVELY NO REFUND, EXCHANGE, OR WARRANTY WITHOUT THIS TICKET. ALL MATERIAL RETURNED MUST BE IN SALEABLE CONDITION. NO PARTS RETURNABLE AFTER 10 DAYS. GLASS, ELECTRICAL PARTS, AND SPECIAL ORDER PARTS ARE NOT RETURNABLE. ALL PARTS RETURNED SUBJECT TO 20% HANDLING CHARGE. PART NUMBERS ARE FOR IDENTIFICATION PURPOSES ONLY. THEY DO NOT INDICATE POINT OF ORIGIN. WHEREAS THE PURCHASER AGREES TO PAY COSTS AND ATTORNEY FEES ARRIVED FROM ANY LEGAL ACTION TO COLLECT SAID PURCHASE, W.I. SIMONSON WILL NOT BE HELD RESPONSIBLE FOR PREPAID ITEMS NOT CLAIMED AFTER 30 DAYS. PARTS UNDER \$10.00 ARE NOT RETURNABLE. FOR APPLICABLE PARTS WARRANTY SEE REVERSE.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
08 JAN 13		08 JAN 13		0174893

QUOTE

ACCOUNT NO. P89

PAGE 1 OF 1 15:15

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CASH RETAIL

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SHIP VIA	REP.	B/L NO.	TERMS	F.O.B. POINT
WILL CALL	1884		CASH	SANTA MONICA, CA
QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	0	Q-8-40-0545 T3014 CONTINENTAL	293.00	293.00
**** INVOICE QUOTE - DO NOT PAY ****				
PARTS				1,523.57
SUBLET				
FREIGHT				0.00
SALES TAX				144.74
TOTAL				\$1,668.31

CLIENT SIGNATURE

PURCHASER HAS INSPECTED PARTS AND VERIFIED THEY ARE IN SATISFACTORY CONDITION.
CLIENT INITG. X

IF YOU PAY BY CHECK A 20 DAY WAITING PERIOD MUST BE OBSERVED BEFORE ANY REFUND IS GIVEN.

ALL PARTS NEW UNLESS OTHERWISE SPECIFIED
CODES: (PRECEDING PART NUMBER)

00/01 - VENDOR OTHER THAN MBUSA
70 - CORE CHARGE/CREDIT

00 - REBUILT PART, NO CORE REQUIRED
88 - REBUILT PART, CORE REQUIRED

*A \$20.00 FEE WILL BE CHARGED ON ALL RETURNED CHECKS

All our Tire Prices

Include:

- FREE Valve Stems
- FREE Prorated Road Hazard
- FREE Lifetime Rotations
- [\(more\)](#)

Vehicle Selected 2013 MERCEDES BENZ C250 COUPE 204 CHASIS 17"BASE (TPMS)

[Start New Search](#)

Area Selected L.A. Metro Area [Select New Area](#)

Tire Size 225/45-17 [Select New Tire Size](#)

Tire Details

Helpful Links

- [Availability Explained](#)
- [Reading Your Tire Sidewall](#)
- [Tire Calculator](#)
- [Treadwear, Traction, Temperature](#)

[Check Out Our Huge Selection!](#)

Special Financing

Get additional savings when you use your [CarCareONE Card](#)



Tire View:



Continental ProContact Run Flat
[Product Details](#)

The ContiProContact features unparalleled wet-braking capacity and year-round traction. This tire performs with outstanding handling, control and high-speed capability.

- Straight circumferential groove for greater water evacuation and outstanding braking on wet surfaces.
- Central rib reduces tread pattern noise level for a quiet ride.
- Optimized shoulder lug stability for enhanced steering response.
- Optimized sipes with defined radius create an interlocking effect for improved stability and dry handling.

Continental ContiProContact Run Flat

225/45R17 91H BMW RF

[About Our Pricing](#)

\$214.00 each

[Found It Lower? Let us Know!](#)

PLUS \$45 INSTALLATION

Average Customer Review

For Your Vehicle (0)
Not Reviewed

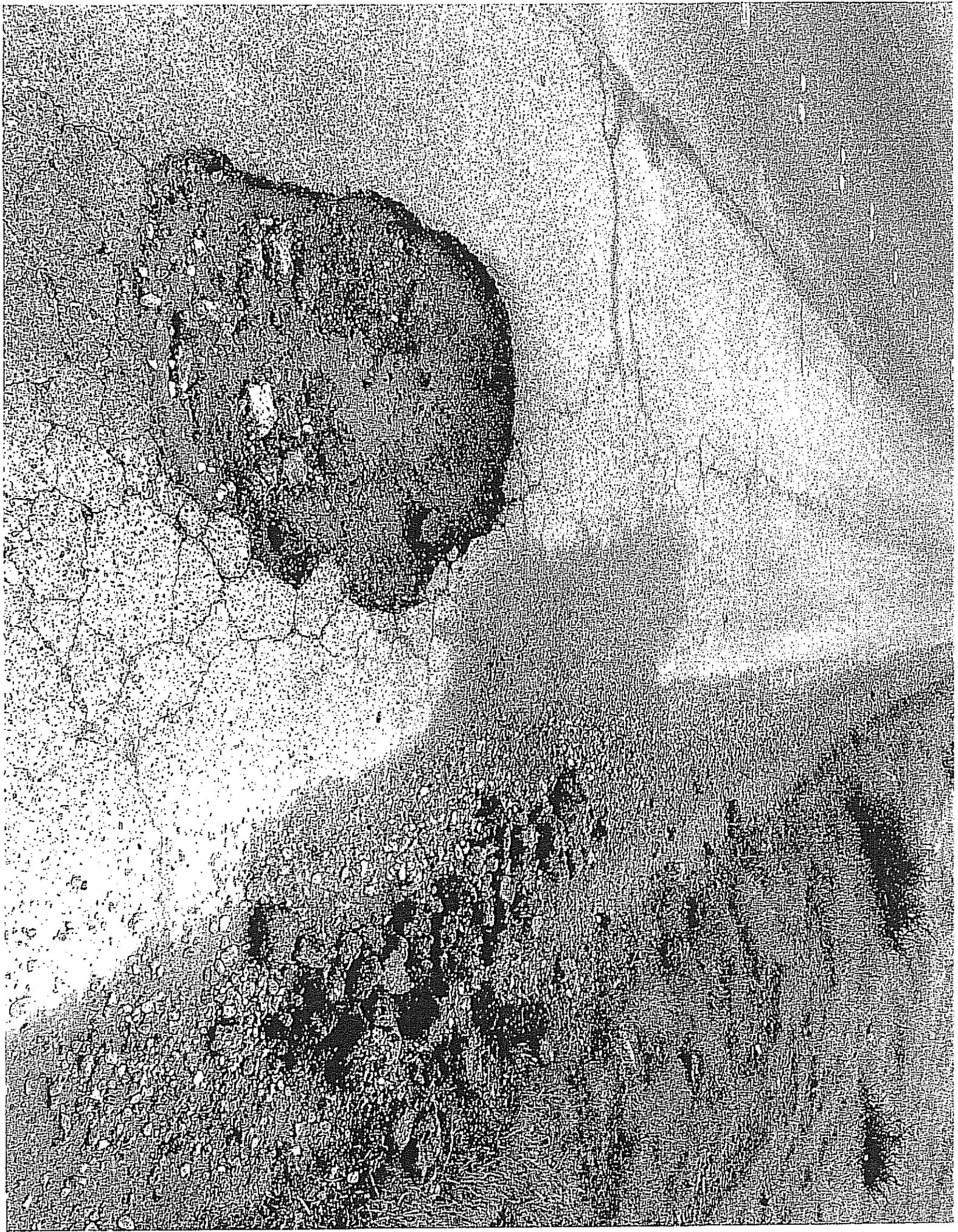
For All Vehicles (2)

[Read Reviews](#) [Review Tire](#)

Treadwear	400
Traction	A
Temperature	A
Speed Rating	H*

*Meets or exceeds original equipment speed rating.







5P



CLAIM FORM
(Please type or print)

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

CLAIM AGAINST: Municipal Services
(Name of Entity)

Claimant's name: Gonzalo Campos

SS#: [REDACTED] DOB: 12/23/1945 Gender: Male Female

Claimant's address: 445 E. Linwood Ave Turlock, CA 95380

Claimant's Telephone Number(s): (209) 667-7059 or (209) 277-5468

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

Date of incident/accident: 1/14/13

Date injuries, damages, or losses were discovered: 1/12/13

Location of incident/accident: 445 E. Linwood Ave Turlock, CA 95380

What did entity or employee do to cause this loss, damage, or injury? The city's sewage/water line was not working properly which caused water to overflow into our house.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? (Document is attached on the back)
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$ 544 2⁴

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

How was this amount calculated (please itemize)? (Receipts of the services provided that show actual costs)
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1/23/13 Signature: Gonzalo Campos

If signed by representative: Print Representative's Name Rafael Campos Telephone (209) 277-5468

Address 445 E. Linwood Ave

Relationship to Claimant Son

RE: Gonzalo Campos
445 E. Linwood Ave
Turlock, CA 95380

The following is to answer the questions regarding damages and what the incident caused

- Showers began to fill up with water.
- Toilets began to overflow.
- Water spilled all over our house floors.
- We had to fill buckets with water and pour in our backyard due to the overflowing that wouldn't stop.
- The bathrooms in our home were not in working/using condition. Therefore, we had to do something about it. We needed running toilets and showers for the 6 member living in our household. We could manage a day of waiting somehow, but after a few days we had to do something because it became inconvenient. We have needs to fulfill, where were we supposed to go to the bathroom? We have to go to work, so where would we have showered, etc.
- The plumber was called, but the city of Turlock did not come out to our household until 1/22/13 to actually take action. However, they did come out other days, but just to take an overview of the area and situation, I assume.
- Before the city came out he plumber ran several machines. He also ran his camera and showed us that the problem we had encountered was not ours, but the city's. This is why we are asking for reimbursement.
- The other water damages are not an enormous issue we were able to contain the water as much as possible. We were able to wash and dry the floors in our bathrooms and the rest of our floors. Other minor damages we were able to fix ourselves as well. We simply ask for the plumber costs and nothing else.

Amount calculated

- We have provided receipts for proof, please find them attached.
 - Receipt #1: Discount Plumbing for \$134.79
 - Receipt #2: Discount Plumbing for \$ 350.00
 - Receipt #3: The Home Depot for \$ 59.50

Total \$ 544.29
- The amount was calculated with the receipts provided by the plumber and Home Depot for the machine rental.
- The receipts were provided by a professional plumber who discovered the problem.
- However, the amount stated in the claim is for the reimbursement of the plumber costs and services. We are asking for reimbursement since we were not responsible for the problem.

RE: Gonzalo Campos
445 E. Linwood Ave
Turlock, CA 95380



Rental Contract

Contract 130329

Register Validation



Store 6947 CERES, CA
1415 E HATCH ROAD
MODESTO, CA-95351
(209) 556-4868

Hours : Mon 06:00 - 09:00
Tue 06:00 - 09:00
Wed 06:00 - 09:00
Thu 06:00 - 09:00
Fri 06:00 - 09:00
Sat 06:00 - 09:00
Sun 07:00 - 08:00

37.
0.1
37.1
3.
40.1
100.1

Bill To: [Redacted]

GONZALO CAMPOS
445 E LINWOOD AVE
TURLOCK, CA 95380
PHN (209) 277-5487

Driver's License Number CA****2433	Created By FSY8UA	Date and Time Out 01/13/2013 04:58 PM	Date and Time Due In 01/14/2013 09:00 AM
Date and Time In 01/14/2013 08:42 AM	Rented Period 15 Hours 43 Mins	Checked In By FSY8UA	

Rental Equipment

Part Number	Out	In	Description	Min Charge	Ex-Hours	Per Day	Per Week	Per Month	Tax	Amount
0440110839	1	1	Drain Cleaner 50' X 1/2" Electric	34.00	8.74	49.00	196.00	588.00	Y	34.
	1	1	Retrieving Tool							0
	1	1	U Cutter 1 1/2"							0
	1	1	Boring gimlet							0

Rental Subtotal 34

(Excluding Optional Damage Protection)

	Agreement Subtotal	34
	*Estimated Damage Protection (10% of Rental Subtotal if applicable)	3
	Sales Tax	3
	Total	40
	Deposit	-100
	Payment Amount	-59

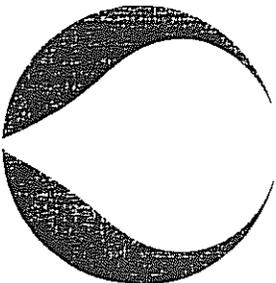
*Remaining Balance Due 0

*NOT VALID WITHOUT REGISTER VALIDATION
SCAN THIS AT THE REGISTER TO REFUND THE AMOUNT OF \$ 59.56

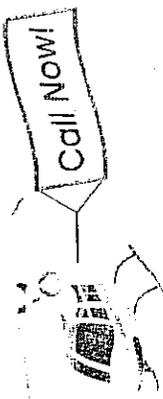
I understand and agree that no representative from THE HOME DEPOT is authorized to make any oral or written promise, affirmation, warranty or representation to me other than those reflected in writing in this agreement. I acknowledge that I have received the above-listed equipment and that I agree to the Terms and Conditions printed on this page and on the other page(s) of this agreement. I understand and agree that this agreement cannot be modified, amended, rescinded or otherwise changed except by a writing signed by THE HOME DEPOT and me, and that I have read and undersigned this provision regarding modification of the agreement.

Customer Signature X _____





Discount Plumbing
 Quality Service at a Discount Price!
 787 Cottage Ave
 Manteca, CA 95336
 Toll Free: (800) 708-0079
 info@DiscountPlumbing24hr.com
 Lic # 940426 DonCam American Inc.



Visit Our Website To See What Else We Can Do For You!
 Take our customer service survey for \$10 off your next call.
www.HelicopterPlumber.com

INVOICE # 18426
 JOB #
 DATE 1-14-13
 TECHNICIAN Huel

CONTRACT ADDENDUM YES NO
 WATER PRESSURE

PERMIT YES NO

Service Technician - Prior to the customer entering into the contract, I have discussed the nature of the service and costs, and orally explained the right to cancel with the customer. I have given a copy of the contract to the customer. All work I have done has been in compliance with company standards in a workmanship manner, to building codes when applicable.

X 2/14/13

VALVE TAG YES NO
 System Inspection YES NO
 Discounts Military Senior

SERVICE PARTNER RATE TASK PRICE
 513
 163.79
 29.00
 134.79

SERVICE PARTNER SAVINGS ARE FOR PROGRAM SUBSCRIBERS.

Billing Information

Name Gonzalo Campos
 Address 445 E. Linwood
 City Turlock State CA ZIP
 Phone #1 (209) 271-2721 Phone #2
 Email

Findings / Recommendation:

need to instl cle out in front of house.

QUAN. TASK # DESCRIPTION STANDARD RATE
 1 P508 Main line back to city side \$225.00
 SCR23 out open up in wall to run up snack

EMERGENCY WAIVER OF RIGHT TO CANCEL

I am waiving my right to the 3-day cancellation rule pursuant to California Code (12 CFR 225.23). You have a right to review this contract with a lawyer at your own expense.

AUTHORIZATION TO PROCEED WITH WORK

I, undersigned, am owner / authorized representative of the premises in which the work mentioned above is to be done. I hereby authorize you to perform the findings / Recommendations, and to use such labor and materials as you deem advisable. I acknowledge this CONTRACT as such and as an Agreement to do the work as described for the price as quoted. In addition, I will be charged for sales tax and permits as required by law. I understand the terms and conditions as payment due in full upon the completion of the work as described and upon completion, whichever is greatest, plus the face value of the check and court or collection costs. I have read, agreed to, and received a copy of the MASTER TERMS AND CONDITIONS AND NOTICE TO CONSUMER on the reverse side. ALL PARTS AND EQUIPMENT REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED. ALL EXCAVATION TO BE ROUGH FILLED AT COMPLETION OF WORK UNLESS OTHERWISE SPECIFIED.

ACCEPTANCE SIGNATURE OF WORK PERFORMED

I find the service and materials rendered and installed in connection with the work mentioned above to have been completed in a satisfactory manner. I agree that the amount set forth on the contract in the space labeled "TOTAL" to be the total and completed flat rate/minimum charge. I agree to pay reasonable fees and court costs in the event of legal action. A monthly service charge of 1-1/2% will be added after 30 days. I acknowledge that I have read and received a legible copy of this contract and have read the Notice to Consumer.

Main Office (209) 239-3550
 WARRANTY YES NO

EXPIRES: TYPE OF PAYMENT
 CASH
 CHECK #
 CREDIT CARD TYPE:

EXPIRATION: AUTH: CVW:

SERVICE PARTNER RATE

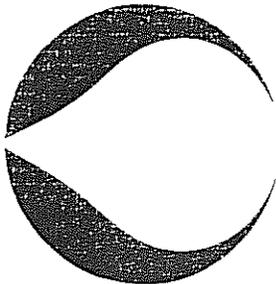
\$

SUBTOTAL \$
 TAX \$
 PERMIT \$
 GRAND TOTAL \$
 LESS DEPOSIT \$
 TOTAL \$ 134.79

\$37.00 Returned Check Fee

See Reverse Side For Terms and Conditions

CUSTOMER COPY



Discount Plumbing

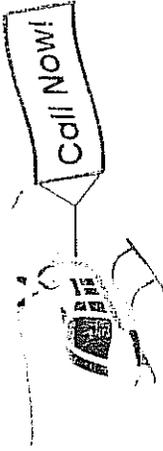
"Quality Service at a Discount Price!"

787 Cottage Ave
Manteca, CA 95336

Toll Free: (800) 708-0079

info@DiscountPlumbing24hr.com

Lic # 940426 DonCam American Inc.



INVOICE # 18465

JOB #

DATE 1-17-13

TECHNICIAN HRC

CONTRACT ADDENDUM YES NO

WATER PRESSURE

PERMIT YES NO

Visit Our Website To See What Else We Can Do For You!
Take our customer service survey for \$10 off your next call.

www.HelicopterPlumber.com

Billing Information

Name

Address

City

Phone

Email

State

ZIP

Fax

Site Information

Name

Address

City

Phone #1

Email

Gonzalo Campos

445 E In Wood Ave

turlock CA

State CA ZIP 95360

Phone #2 (209) 667-7059

Findings / Recommendation:

Help Home owner Finish up there
Dear cut when I got to the
home, camera line found City main difided

QUAN. TASK #

DESCRIPTION

STANDARD RATE

SERVICE PARTNER RATE

TASK PRICE

Run Jetter the line
with Big Machete about
120 feet in found
Clog up

Run Camera in line found with Paper & Roots
City Main Line Back up with Paper & Roots

\$350

X 2166 Ry

VALVE TAG YES NO

System Inspection YES NO

Discounts Military Senior

EMERGENCY WAIVER OF RIGHT TO CANCEL

I am waiving my right to the 3-day cancellation rule pursuant to California Code (12.0CFR 226.23). You have a right to review this contract with a lawyer at your own expense.

AUTHORIZATION TO PROCEED WITH WORK

I, undersigned, am owner / authorized representative of the premises in which the work mentioned above is to be done. I hereby authorize you to perform the Findings / Recommendations, and to use such labor and materials as you deem advisable. I acknowledge this CONTRACT as such and as an Agreement to do the work as described for the price as quoted. In addition, I will be charged for sales tax and permits as required by law. I understand the terms and conditions as payment due in full upon the completion of the work as described and upon completion, whichever is greatest, plus the face value of the check and court or collection costs. I have read, agreed to, and received a copy of the MASTER TERMS AND CONDITIONS AND NOTICE TO CONSUMER on the reverse side. ALL PARTS AND EQUIPMENT REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED. ALL EXCAVATION TO BE ROUGH FILLED AT COMPLETION OF WORK UNLESS OTHERWISE SPECIFIED.

ACCEPTANCE SIGNATURE OF WORK PERFORMED

I find the service and materials rendered and installed in connection with the work mentioned above to have been completed in a satisfactory manner. I agree that the amount set forth on the contract in the space labeled "TOTAL" to be the total and completed flat rate/minimum charge. I agree to pay reasonable fees and court costs in the event of legal action. A monthly service charge of 1-1/2% will be added after 30 days. I acknowledge that I have read and received a legible copy of this contract and have read the Notice to Consumer.

Main Office

X Gonzalo Campos (209) 239-3550

SERVICE PARTNER RATE

Service Partner Savings are for Program Subscribers.

WARRANTY YES NO

SUBTOTAL \$

TAX \$

PERMIT \$

GRAND TOTAL \$

LESS DEPOSIT \$

TOTAL \$ 350

CVV: 911

Auth: [Signature]

Expiration: [Signature]

CREDIT CARD TYPE: [Signature]

EXPIRES: [Signature]

TYPE OF PAYMENT: [Signature]

CASH

CHECK # [Signature]

CREDIT CARD TYPE: [Signature]

EXPIRATION: [Signature]

Auth: [Signature]

CVV: [Signature]

See Reverse Side For Terms and Conditions

CUSTOMER COPY



CLAIM FORM

(Please type or print)

RECEIVED

50

City of Turlock Administrative Services

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

CLAIM AGAINST: City of Turlock (Turlock Police Dept.)

Claimant's name: Daljit Singh Atwal

SS#: [redacted] DOB: 1-26-73 Gender: Male X Female

Claimant's address: 2221 Hidden Oaks Ln, Ceres CA 95307

Claimant's Telephone Number(s): (209) 202-1224

Address where notices about claim are to be sent, if different from above: 811 15th Street, Modesto CA 95354

Date of incident/accident: 7-15-12

Date injuries, damages, or losses were discovered: 7-15-12

Location of incident/accident: 1190 East Ave, Turlock / 16908 Redwood Ln, Hugson

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

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

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

What specific injuries, damages, or losses did claimant receive? See attached

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

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

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

How was this amount calculated (please itemize)? This is not a limited civil case.

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

Date Signed: 1/14/13 Signature: [Signature]

If signed by representative: Attorney At Law

Print Representative's Name Telephone

Address

Relationship to Claimant

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

Please see attached complaint submitted to Turlock Police Department on August 1, 2012 detailing some of the events that occurred on July 15, 2012, resulting in the following injuries to Daljit Atwal, his family and business:

Use of excessive force
Verbal attacks
False imprisonment
Threats
Physical intimidation
Psychological intimidation

What specific injuries, damages, or losses did claimant receive?

Loss of Business
Loss of Business Goodwill
Physical damage to property
Emotional distress
Public humiliation
Severe mental and physical distress

5R



CLAIM FORM
(Please type or print)

RECEIVED

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

CLAIM AGAINST: City of Turlock (Turlock Police Department)
(Name of Entity)

Claimant's name: Bobby Atwal

SS#: [REDACTED] DOB: 3-1-78 Gender: Male Female

Claimant's address: 3682 Wild Oak Drive, Ceres CA 95307

Claimant's Telephone Number(s): 209-552-6998

Address where notices about claim are to be sent, if different from above: 811 15th Street, Modesto, CA 95354

Date of incident/accident: 7-15-12

Date injuries, damages, or losses were discovered: 7-15-12

Location of incident/accident: 1190 East Ave. Turlock / 6908 Prelude Ln

What did entity or employee do to cause this loss, damage, or injury? See attached ^{Hugson}

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

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

What specific injuries, damages, or losses did claimant receive? See attached

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

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

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

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

How was this amount calculated (please itemize)? This is not a limited civil case.

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

Date Signed: 1/14/13 Signature: [Signature]

If signed by representative: Attorney At Law

Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

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

Please see attached complaint submitted to Turlock Police Department on August 1, 2012 detailing some of the events that occurred on July 15, 2012, resulting in the following injuries to Bobby Atwal, his family and business:

- Use of excessive force
- Verbal attacks
- False imprisonment
- Threats
- Physical intimidation
- Psychological intimidation

What specific injuries, damages, or losses did claimant receive?

- Loss of Business
- Loss of Business Goodwill
- Physical damage to property
- Emotional distress
- Public humiliation
- Severe mental and physical distress

CoA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING }
TURLOCK MUNICIPAL CODE TITLE 8, }
CHAPTER 1, ARTICLE 1, SECTION 6, }
REGARDING THE ADOPTION OF }
BUILDING FEES BY RESOLUTION }
_____ }

ORDINANCE NO. -CS

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

SECTION 1. AMENDMENT: Title 8, Chapter 1, Article 1, Section 6 is hereby amended to read as follows:

8-1-106 Fees.

The Council shall establish by Resolution, the fee amount for the permits, inspections, or other fees required or authorized by the provisions of this chapter.

The Council shall, by Resolution, fix the amount of the fees for the applications, permits, licenses, impounding fees, inspections, and other fees required or authorized by the provisions of this chapter.

Fees and deposits for appeals to the Board of Building Appeals shall be as follows:

(a) Deposit for appeal to be paid to the City Clerk with the application of appeal: Five Hundred and no/100ths (\$500.00) Dollars.

(b) In the event that the applicant's appeal of the Building Official's decision is upheld by the Board, no appeal fee shall be incurred and all deposited funds shall be returned to the appellant. If the Building Official's opinion is sustained by the Board of Building Appeals, the total appeal fee shall be based on actual cost recovery.

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 12th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

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

LOB

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING TURLOCK }
MUNICIPAL CODE TITLE 6, CHAPTER 1, }
ARTICLE 1, SECTION 17, REGARDING THE }
PERMITTING OF RESCUE GROUPS }
_____ }

ORDINANCE NO. -CS

WHEREAS, the Turlock Municipal Code does not satisfactorily address regulations requiring the City to identify and work with animal rescue groups as defined in the Food and Agriculture Code, Sections 30503 (for dogs) and 31751 (for cats); and

WHEREAS, Title 6, Chapter 1, Article 1, Section 17, will satisfy the requirements of the Food and Agriculture Code, Section 31108(b), related to the requirements of the City to operate in partnership with animal rescue groups; and

WHEREAS, with the recommended Municipal Code addition, staff will be able to properly address state code requirements, relative to Food and Agriculture Code, Section 31108(b), through the Administrative Citation process,

WHEREAS, the Food and Agriculture Code, Section 31108(b), specifically documents that public or private shelters, "...may enter into cooperative agreements with any animal rescue or adoption group,"

WHEREAS, it is therefore necessary to properly identify and permit animal rescue groups that would enter into cooperative agreements with the City,

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

SECTION 1. ADDITION: Title 6, Chapter 1, Article 1, Section 17, is hereby added as follows:

6-1-117 Rescue Permits Required: Exceptions and exemptions.

(a) The term "Rescue Permit " shall mean a written authorization issued annually by Animal Services giving a lawful rescue group the authority to hold an agreed upon number of dogs and/or cats at a specific location for the purpose of placing them in permanent homes, without having to obtain a kennel permit.

(b) The rescue group must provide proof to Animal Services of a current and valid nonprofit group status, as defined in the Internal Revenue Code and issued by the Internal Revenue Service Department of Treasury, as required by Food and Agriculture Code, Section 31108(b).

(c) The rescue group must submit to annual inspections of the site where animals are to be housed.

- (d) The rescue group must provide documentation of caretakers that are responsible for the care, feeding and treatment of the animals in addition to and in the absence of the individual applying for the permit.
- (e) An evacuation plan must be on file at the site location.
- (f) If the residence is not owned by the applicant, written permission from the land owner must be kept on file with Animal Services.
- (g) No dog or cat may be sold, adopted, bartered, or otherwise transferred, whether for compensation or otherwise, until it has reached the age of at least seven (7) weeks and has received its first immunization against common diseases and proof of spay or neuter (as required by Food and Agriculture Code 30520) has been provided to the new owner.
- (h) If a veterinarian has determined that spay/neuter is inappropriate for the animal's advanced age or health, a dog/cat maybe placed with a new family with proof of verification, as stipulated in the Food and Agriculture Code, Section 30520.
- (i) Rescue Permits can be revoked by the department of Animal Services if there are complaints of excessive noise, feces or smell. All feces must be removed prior to accumulation upon the property. Feces must be removed prior to the occurrence of offensive odors or fly and/or rodent infestation. Feces must be removed by placing it in a plastic bag for deposit in appropriate garbage container. It is unlawful to deposit feces in manner which may create a health hazard.
- (j) Any kennels built or operated at the permitted location or on the grounds of the rescue group shall be subject to the requirements of Turlock Municipal Code, Title 6, Chapter 1, Article 4 (Kennels).
- (k) No dead animals shall be buried on the premises.
- (l) Rescue Permits shall not be issued to any person who has been convicted of animal cruelty or neglect.

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 12th day of February, 2013, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this ____ day of February, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

7A
February 12, 2013

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 2, Chapter 1, Article 02, to change the hour regular City Council meetings are held

2. DISCUSSION OF ISSUE:

In the past and recently there has been expressed interest to discuss changing the starting time of regular City Council meetings. Pursuant to Turlock Municipal Code Section 2-1-02, regular meetings of the City Council shall be held at 7:00 p.m. The proposed Ordinance amendment would change the regular meeting time from 7:00 p.m. to 6:00 p.m.

The recommended change would benefit Council, City staff, and the general public in that meetings would generally not run late into the evening; for meetings that require lengthy discussion, it would allow for extended discussion and conclusion of the meeting at a more reasonable hour. The earlier start time would also benefit many City staff members who remain on-site from the beginning of their work day through the conclusion of the City Council meeting.

After researching meeting start times of various city, county and other public agencies in our area, it was discovered that meeting times varied from between 9:00 a.m. and 7:30 p.m. It is believed that a 6:00 p.m. start time would allow those desiring to participate a reasonable opportunity to do so.

3. BASIS FOR RECOMMENDATION:

- A. Council has expressed an interest to discuss changing the starting time of regular City Council meetings.
- B. Changes to the Turlock Municipal Code require Council approval.

Strategic Plan Initiative: Not specifically identified.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could deny the request.

B. Council could propose an alternative start time.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING }
TURLOCK MUNICIPAL CODE }
TITLE 2, CHAPTER 1, ARTICLE 02, }
TO CHANGE THE HOUR REGULAR }
CITY COUNCIL MEETINGS ARE }
HELD }
_____ }

ORDINANCE NO. -CS

WHEREAS, Turlock Municipal Code Section 2-1-02 sets forth the time regular City Council meeting shall be held; and

WHEREAS, the current City Council desires to change the current meeting time from 7:00 p.m. to 6:00 p.m. for all regular meetings.

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

SECTION 1. AMENDMENT: Title 2, Chapter 1, Article 02, is hereby amended to read as follows:

2-1-02 Meetings: Time.

The regular meetings of the Council shall, unless cancelled by motion passed by a majority of members present, be held on the second and fourth Tuesdays of each month at the hour of 7:00 p.m., unless such meeting date shall coincide with Christmas Eve (December 24) or Christmas Day (December 25) in which event the regular meeting shall be held on the third Tuesday of December.

Notwithstanding the foregoing, the Council shall hold at least one regular meeting every month as required by Government Code Section 36805.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

February 26, 2013

7B

From: Tim Lohman, Fire Chief
Prepared by: Mark Gomez, Fire Marshal
Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving amendments to Turlock Municipal Code Title 4, Chapter 3, Article 4, entitled "Fireworks"

2. DISCUSSION OF ISSUE:

Turlock Municipal Code Section 4-3-402(b) allows for fifty (50) sales permits to be issued within a given year. The highest number of fireworks sales permits issued in previous years was twenty-seven (27). This amendment would reduce the total number of allowed sales permits to a maximum of thirty-five (35) within a given year.

Turlock Municipal Code Section 4-3-402(b) established that sales permits may only be issued to non-profit organizations. Turlock Municipal Code section 4-3-402(b)(1) allowed for-profit organizations which had been issued sales permits prior to the year 2000 to be grandfathered. In 2011, the only remaining for-profit organization grandfathered in failed to apply for a sales permit. This eliminates the ability for any for-profit organization to be issued a sales permit in future years.

Turlock Municipal Code Section 4-3-405(c) established the definition of a nonprofit organization for the purpose of this Ordinance. This amendment would redefine the definition of a nonprofit organization to eliminate the need for the organization to possess a tax exemption certificate from both the California Franchise Tax Board and the Internal Revenue Service. The new definition would require a tax exempt certificate from one of the agencies but not from both.

3. BASIS FOR RECOMMENDATION:

A. The City of Turlock requires City Council to approve changes to the Turlock Municipal Code.

Strategic Plan Initiative:

Goal(s): b. Better serve the nonprofit organizations and to eliminate the redundancy of paperwork throughout the process. Make the process more efficient.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The change will not create a fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

A. Council could decline the request for the changes and continue to operate under the existing conditions.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 4, CHAPTER 3, }
ARTICLE 4, ENTITLED "FIREWORKS" }

ORDINANCE NO. -CS

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

SECTION 1. AMENDMENT: Title 4, Chapter 3, Article 4, Section 02 is hereby amended to read as follows:

4-3-402 Permit requirements.

(a) A permit to store or sell fireworks shall be issued if all of the following conditions are met:

(1) The applicant is a local nonprofit ~~or for-profit~~ organization, or a nonprofit organization affiliated with a school district as these terms are defined in TMC 4-3-405;

(2) A completed application and the required fee established by City Council resolution are submitted to the Finance Department on or before 5:00 p.m., June 15;

(3) The fireworks to be sold are California State Fire Marshal approved and labeled safe and sane fireworks; and

(4) The applicant is currently licensed as a fireworks wholesaler/retailer by the State of California.

(b) The total number of sales permits issued in any given year shall be limited to fifty ~~(50) thirty-five (35)~~. ~~Forty (40) sales permits and shall be apportioned for local nonprofit organizations, or nonprofit organizations affiliated with a school district and ten (10) sales permits shall be apportioned for local profit organizations.~~

~~(1) In the year 2000, all permits shall be nonprofit with exception of those profit organizations grandfathered from 1999.~~

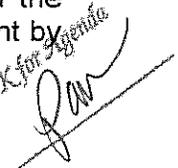
~~(2)~~ Each organization is limited to two (2) booths.

SECTION 2. AMENDMENT: Title 4, Chapter 3, Article 4, Section 03 is hereby amended to read as follows:

4-3-403 Applications.

(a) The application shall be on a form approved by the Fire Department and shall establish the applicant's status as a local nonprofit organization or a nonprofit organization affiliated with a school district, identify the proposed location of the sale booth, and storage of same, including the seven (7) digit parcel number (APN) of the Stanislaus County Assessor and other information as may be required by the Fire Chief. The completed application and the required fee established by City Council resolution are submitted to the Finance Department by appointment only before 5:00 p.m., June 15. Every application shall be accompanied by:

(1) Application cover letter;

O.K. for agenda


- (2) State Fire Marshal's Fireworks Retail License;
- (3) Proof of insurance;
- (4) Plot plan of storage;
- (5) Plot plan of booth location with exact placement of fireworks;
- (6) Property owner's, or his/her designee's, written permission to sell fireworks at the location shall accompany the permit application;
- (7) Resale or seller's permit issued by the California State Board of Equalization; and
- (8) Completed business license application and current proof of local nonprofit status-(if applicable).

(b) Permit will be issued on the day the applicant begins selling, and after inspection of the place of storage and stand reveals compliance with all conditions of this article.

(c) The Fire Chief, or his/her designee, may revoke, immediately and without notice or hearing, the "Safe and Sane" fireworks permit of any location or organization when any of the provisions of this code, Health and Safety Code, Uniform International Fire Code or the California Code of Regulations are violated. The Fire Chief shall inform the permittee that permittee may seek review of the Fire Chief's decision, by the City Manager, on the next business day. At the earliest opportunity on the next business day after revocation, the Fire Chief shall provide the City Manager with written notice that a fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. If requested by the permittee, the City Manager, or his/her designee, shall meet with the permittee and the Fire Chief, or his/her designee, that day to review the Fire Chief's decision. The decision of the City Manager shall be final.

(d) Revocation of any permit will be effective for that calendar year.

SECTION 3. AMENDMENT: Title 4, Chapter 3, Article 4, Section 04 is hereby amended to read as follows:

4-3-404 Period of operation.

—(a)—The sale and discharge of fireworks within the City shall be limited to the period commencing at 12:00 noon on June 28 and ending at 12:00 noon on July 6.

SECTION 4. AMENDMENT: Title 4, Chapter 3, Article 4, Section 05 is hereby amended to read as follows:

4-3-405 Definitions.

(a) "Local nonprofit organization" shall mean "nonprofit organizations" as defined herein, which have ~~has~~ a primary meeting place within the City, which have ~~has~~ been organized and established within the City for a minimum of one (1) year preceding the filing of the

application for a permit, and which have has a bona fide membership of at least ten (10) members who reside in the City.

~~(b) "Local for-profit organization" shall mean a business which has been grandfathered from 1999 to sell fireworks.~~

~~(cb) "Nonprofit organization" shall mean any nonprofit association or corporation organized primarily for veteran, patriotic, welfare, religious, civic betterment or charitable purposes, which has been issued a nonprofit status by the California Secretary of State and which also has been issued a tax exemption certificate by the Internal Revenue Service and the California Franchise Tax Board. The nonprofit status must be in good standing in order to obtain a permit and business license. "Nonprofit organization" shall mean any nonprofit association or corporation which, according to its articles of incorporation, has been organized primarily for veteran, patriotic, welfare, religious, civic betterment or charitable purposes and currently possesses a status of active, good-standing, and exempt with the California Franchise Tax Board or has been granted tax-exempt status by the Internal Revenue Service as evidenced by a letter of determination.~~

(dc) "Person" shall mean any individual, firm, partnership, joint venture, association, concern, corporation, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit.

(ed) "School district" shall mean school districts serving a significant number of residents of the City of Turlock.

SECTION 5. AMENDMENT: Title 4, Chapter 3, Article 4, Section 07 is hereby amended to read as follows:

4-3-407 Non-transferability of permit.

Permits for retail sales of "Safe and Sane" fireworks issued pursuant to the provisions of this section article is not transferable to any other person or organization and is issued for the purpose of operating a single fireworks sales booth at the approved location. The permit may be used only by the organization to which it is issued.

SECTION 6. 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 7. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this ___ day of _____, 2013, by the following vote:

AYES: Councilmembers
NOES:

ABSTAIN:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

8A

February 12, 2013

From: Roy W. Wasden

Prepared by: Roy W. Wasden

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing staff to support the positive benefits of the Enterprise Zone program in local communities and on a statewide economic level and communicate support for Enterprise Zones and opposition to any proposal that would threaten their existence

2. DISCUSSION OF ISSUE:

- ❖ The Governor's Proposed Budget was released on January 10, 2013. The Budget includes savings relating to new regulations for the Enterprise Zone program. The proposed regulations will:
 - Limit retroactive vouchering by requiring all voucher applications to be made within one year of the date of hire.
 - Require third party verification of employee residence within a Targeted Employment Area.
 - Streamline the vouchering process for hiring veterans and recipients of public assistance.
 - Create stricter zone audit procedures and audit failure procedures.
 - The regulations are expected to increase General Fund revenue by \$10 million in 2012-13 and \$50 million in 2013-14.
 - The Administration will be pursuing further Enterprise Zone reform through legislation.
- ❖ Empowered with a supermajority, proposals from Democrats may be introduced that call for the elimination of enterprise zones in exchange for the promise of a more targeted tax credit.
- ❖ Enterprise zone supporters, such as Assemblyman V. Manuel Perez, will introduce legislation to reform, not eliminate enterprise zones.
- ❖ Enterprise zones are the only remaining tool that focuses on economic development and creating jobs. By providing incentives for businesses to open or relocate to these areas, local employees are hired and the local economy is revitalized. California needs more tools to attract jobs to the State.
- ❖ Enterprise zones help California attract business. The State may approve up to 42 enterprise zones for a 15-year period through a competitive process.

Once a zone is approved, businesses construct facilities, purchase equipment, hire workers and make other investments. California must keep the commitment with businesses that have made location, investment and hiring decisions; to do otherwise, sends a negative message about California's business climate.

- ❖ Enterprise zones help create jobs. By providing tax benefits to businesses that create jobs in areas with high unemployment and lower levels of economic activity, enterprise zones help create jobs in economically distressed areas. In 2010, with unprecedented levels of unemployment, California's 42 enterprise zones employed more than 118,000 employees in 10,000 companies.
- ❖ There are accountability standards. Before an enterprise zone can exist, it must be approved by (HCD) on a competitive basis. In addition, local governments must commit local resources; local jurisdictions must submit an economic development strategy; HCD may audit an enterprise zone program at any time, but no less than every five years, and enterprise zones are subject to lose designation if the department determines that an enterprise zone fails to exceed 75% percent of the goals, objectives and commitments in the application.

3. BASIS FOR RECOMMENDATION:

Support for local business incentives are critical to business attraction and business retention.

Strategic Plan Initiative:

Goal(s):

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: No fiscal impact

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

- A. Council could decide to not support Enterprise Zones.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING STAFF }
TO SUPPORT THE POSITIVE BENEFITS }
OF THE ENTERPRISE ZONE PROGRAM }
IN LOCAL COMMUNITIES AND ON A }
STATEWIDE ECONOMIC LEVEL AND }
COMMUNICATE SUPPORT FOR }
ENTERPRISE ZONES AND OPPOSITION }
TO ANY PROPOSAL THAT WOULD }
THREATEN THEIR EXISTENCE }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the City of Turlock's Enterprise Zone was established in 2005, and its expansion was authorized by Turlock City Council under Resolution No. 2006-089 in March 2006; and

WHEREAS, in December 2007, the Council again authorized expansion of the existing Enterprise Zone by approximately 620 acres, to include the remaining portion of the WISP area under Resolution No. 2007-297; and

WHEREAS, California's Enterprise Zone program was established in 1984 by the Legislature to stimulate business investment in depressed areas of the state and create job opportunities for Californians; and

WHEREAS, according to the findings and declarations of the Enterprise Zone Act, it is in the economic interest of the state to have one strong, combined, and business-friendly incentive program to help attract business and industry to the state, to help retain and expand existing state business and industry, and to create increased job opportunities for all Californians; and

WHEREAS, Enterprise Zones create and retain jobs. According to the California Association of Enterprise Zones, in 2010, more than 118,000 jobs were created while California experienced unprecedented unemployment; and

WHEREAS, Enterprise Zones attract businesses to California and retain them. Once a zone is approved, businesses construct facilities, purchase equipment, hire workers and make other investments; and

WHEREAS, Enterprise Zones provide a geographically targeted economic development tool designed to improve poor and blighted communities.

THEREFORE, BE IT RESOLVED that the City of Turlock formally supports the positive benefits of the Enterprise Zone program in local communities and on a statewide economic level.

BE IT FURTHER RESOLVED, that the City of Turlock authorizes its Council and City staff to communicate its support for Enterprise Zones and opposition to any proposal that would threaten their existence.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

8B
February 12, 2013

From: Dan Madden, Municipal Services Director

Prepared by: John S. Wilson, WQC Division Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Recommending payment in the amount of \$3,000 from Fund 410-51-530.43319 "Regulatory Fees" to the State Water Pollution Cleanup and Abatement Account as settlement of an Administrative Civil Liability Complaint R5-2013-0505

2. DISCUSSION OF ISSUE:

On February 2, 2011, the City's Regional Water Quality Control Facility (RWQCF) violated the effluent chlorine hourly average discharge limit. The Central Valley Regional Water Quality Control Board, pursuant to California Water Code (CWC) sections 13323 and 13385, is authorized to impose Administrative Civil Liability Complaints based on findings that the Discharger violated provisions of Waste Discharge Requirements (WDRs) Order and R5-2010-0002-01 (NPDES No. CA0078948). The Minimum Mandatory Penalty (MMP) per violation is \$3,000.00. Due to the complexity of the RWQCF with its Biological, Physical and Mechanical treatment and control unit processes, the potential to violate the WDR exists and will occur from time to time.

3. BASIS FOR RECOMMENDATION:

Payment of the \$3000.00 MMP will be considered a proposed settlement of the Complaint.

Strategic Plan Initiative:

Goal(s):

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

\$3,000 from Fund 410-51-530.43319 "Regulatory Fees"

There is no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve this item. Staff does not recommend this alternative because the settlement needs to be addressed to avoid further action and/or penalty.



Council Synopsis

February 12, 2013

From: Erik Schulze, Superintendent, Parks, Recreation and Public Facilities

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the filling and replacement of three (3) current vacant positions within the Parks, Recreation and Public Facilities Division through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed

2. DISCUSSION OF ISSUE:

Parks, Recreation and Public Facilities Division is requesting authorization to fill three (3) current vacant positions due to interdepartmental transfers and employees leaving the organization. The vacancies will all be filled at the Maintenance Worker I level.

This request is being made at this time, in order to begin the recruitment process. Recruitment will be conducted in-house and will be open to existing full-time, part-time and volunteer staff. The in-house recruitment process will be conducted one time and open to all. However, the interview process will be segmented as follows:

1. Conduct interviews of full time staff. If no full time candidate is selected from the interview process; then
2. Conduct interviews of part time staff. If no part time candidate is selected from the interview process; then
3. Conduct interviews of volunteer staff. If no volunteer candidate is selected from the interview process; then
4. Conduct a new recruitment through a formal process including outside candidates.

3. BASIS FOR RECOMMENDATION:

In order to maintain the City's high standards of service to the community, adequate staffing levels need to be maintained. With the staffing reductions over the last few years due to budget constraints, staffing is extremely lean in the Public Maintenance area.

Strategic Plan Initiative: A. EFFECTIVE LEADERSHIP

Goal(s): c. Hire, develop and retain the best and most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: none

Vacancy 1 - Funding for this position is currently allocated in the FY12/13 budget under Fund 420 Water Enterprise Fund.

Vacancy 2 - Funding for this position is currently allocated in the FY12/13 budget under Fund 439 Storm Fund.

Vacancy 3 - Funding for this position is currently allocated in the FY12/13 budget under Fund 246 Landscape Assessments.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council may choose not to fill these vacancies at this time. Staff does not recommend this alternative as the vacant positions are currently funded in the FY 2012/2013 budget and staffing is already at minimum levels.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
FILLING AND REPLACEMENT OF THREE }
(3) CURRENT VACANT POSITIONS WITHIN }
PARKS, RECREATON AND PUBLIC }
FACILITIES DIVISION THROUGH AN }
IN-HOUSE RECRUITMENT OF FULL-TIME, }
PART-TIME AND VOLUNTEER/INTERN }
STAFF, AND OUTSIDE RECRUITMENT IF }
NEEDED }

RESOLUTION NO. 2013-

WHEREAS, the Parks, Recreation and Public Facilities Division have a need to fill three (3) current positions; and

WHEREAS, funding has already been allocated for these positions within Enterprise Fund 420, Storm Fund 439 and Landscape Assessments Fund 236; and

WHEREAS, with staffing reductions over the last few years due to budget constraints, staffing is extremely lean in the Public Facilities area: and

WHEREAS, in order to maintain the City's high standards of service to the community, adequate staffing levels need to be maintained.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the filling and replacement of three (3) current vacant positions within the Parks, Recreation and Public Facilities Division through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed. However, the interview process will be segmented as follows:

1. Conduct interviews of full-time staff. If no full time candidate is selected from the interview process; then
2. Conduct interviews of part-time staff. If no part time candidate is selected from the interview process; then
3. Conduct interviews of volunteer staff. I no volunteer candidate is selected from the interview process; then
4. Conduct a new recruitment through a formal process including outside candidates.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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