

City Council Agenda



AUGUST 13, 2013

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

Council Members
Amy Bublak
Forrest White
Steven Nascimento
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. Announcements: Introduction of new Municipal Services Managers –
Regulatory Affairs Division Manager Garner Reynolds and
Water Quality Control Division Manager Wayne Clay
 - B. Recognition: Certificate of Recognition for Life Saving Effort to Ben Kroutil – Chief
Lohman
 - C. Recognition: Certificate of Recognition for Life Saving Effort to Alfredo Perez – Chief
Jackson
3. **A. SPECIAL BRIEFINGS:** None
 - B. STAFF UPDATES**
 1. Capital Projects and Building Activity (*Pitcock*)

C. PUBLIC PARTICIPATION

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

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

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

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

- A. Resolution: Accepting Demands of 7/5/13 in the amount of \$952,028.79; Demands of 7/11/13 in the amount of \$1,768,463.94
- B. Motion: Accepting Minutes of Regular Meeting of July 23, 2013
- C. Motion: Making the determination that City Project No. 11-29, "Cooper Ave. Storm Drain Line" is exempt from the provisions of CEQA in accordance with Section 15303 (d), "New Construction or Conversion of Small Structures" and Awarding bid and approving an agreement in the amount of \$526,052 (Fund 411) with Rolfe Construction Company, Atwater, California for City Project No. 11-29, "Cooper Ave. Storm Drain Line"
- D. Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$262 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, bringing the contract total to \$296,100
- E. 1. Motion: Making the determination that City Project No. 13-21, "Slurry Seals 2013" is exempt from the provisions of CEQA in accordance with Section 15301 (d) of the California Environmental Quality Act (CEQA) and Awarding bid and approving an agreement in the amount of \$634,865.36 (Fund 246) with Central Valley Engineering & Asphalt, Inc. of Roseville, California for City Project No. 13-21, "Slurry Seals 2013"
2. Resolution: Appropriating \$30,000 to account number 246-60-600.43700 "Slurry Seals" from Fund 246 "Landscape Assessment District Maintenance Fund" reserve balance for City Project No. 13-21, "Slurry Seals 2013"
- F. Resolution: Approving the abandonment of city owned property at APN 089-019-019 from the Turlock Irrigation District Improvement District No. 1419, known as the Shimmon Ditch, and Authorizing the City Manager to execute the Agreement to Abandon Use of Improvement District Facility
- G. Resolution: Authorizing the filling of one (1) anticipated vacant Building Inspector position within the Turlock Building Division through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment
- H. Resolution: Directing the City Manager or Director of Development Services / City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2013-14
- I. Resolution: Allocating \$5,000 from Fund 217 "Gas Tax" Reserve to backfill permit fees for property owners and reduce the financial burden associated with sidewalk only repairs

- J. Resolution: Authorizing the filling and replacement of one (1) current vacant position within the Parks, Recreation and Public Facilities Division using an established Worker I hiring list
- K. Resolution: Authorizing the filling of one (1) vacant Account Clerk I position within the Administrative Services Department (Finance Division) through an in-house recruitment of full-time, part-time, and volunteer/intern staff (with no priority given), and outside recruitment if needed
- L. Resolution: Accepting and endorsing the City Manager's appointment of Michael Cooke to the position of Municipal Services Director effective September 1, 2013, as Dan Madden's retirement will be effective on September 3, 2013
- M. Motion: Authorizing the City Manager to sign and mail an amended letter of support to be included with Stanislaus County's application for the State of California's CalRecycle Used Oil Payment Program (OPP) Cycle 4 grant application
- N. Motion: Rejecting Claim for Damages filed by Cristina Avalos
- O. Motion: Approving the sole source procurement of Brocade Switches from Terabit Systems, LLC, in the amount of \$48,996.08 from Fund 305-40-441.51270 without compliance to the formal bid procedure

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:** None

8. **SCHEDULED MATTERS:**

- A. Request to authorize relocation of the Brandon Koch Memorial Skate Park to Donnelly Park. (*Van Guilder*)

Recommended Action:

Resolution: Authorizing the relocation of the Brandon Koch Memorial Skate Park to Donnelly Park contingent upon all State of California and Planning approvals

- B. Request to authorize staff to prepare a budget amendment to contract for a Fiscal Impact Analysis reexamining the existing public service mitigation fee (Community Facilities District #2). (*Whitmore*)

Recommended Action:

Motion: Authorizing staff to prepare a budget amendment to contract for a Fiscal Impact Analysis reexamining the existing public service mitigation fee (Community Facilities District #2)

- C. Request to utilize the services of Dan Madden on a part-time basis for the purpose of assisting staff in the continued negotiation and development of major water and sewer related projects. (*Madden*)

Recommended Action:

Resolution: Utilizing the services of Dan Madden on a part-time basis for the purpose of assisting staff in the continued negotiation and development of major water and sewer related projects, including but not limited to North Valley Regional Recycled Water Project, City of Turlock/Del Puerto Water District Wheeling Agreement, Regional Surface Water Supply Project, Harding Drain Bypass Project, RWQCF expansion, and ongoing NPDES permit negotiations

- D. Request to authorize the Mayor and City Manager to provide letters to the CVB and Chamber of Commerce in support of an application to host a stage event for the 2014 Amgen Tour of California. (*Reid*)

Recommended Action:

Motion: Authorizing the Mayor and City Manager to provide letters to the CVB and Chamber of Commerce in support of an application to host a stage event for the 2014 Amgen Tour of California

- E. Request to authorize the City of Turlock to join the FigTREE PACE Program and authorize the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments; Approve the associate membership by the City of Turlock in the California Enterprise Development Authority and authorize the execution of an associate membership agreement; Consent to the inclusion of properties within the City's jurisdiction in the California HERO program and approve the amendments to a joint powers agreement; Authorize the City of Turlock to join the CaliforniaFIRST Program; and Authorize the City Manager to execute any and all necessary documents including, but not limited to, any JPA agreements or amendments to implement the FigTREE, California HERO, and CaliforniaFIRST Property Assessed Clean Energy (PACE) programs in the City of Turlock. (*Reid*)

Recommended Action:

Resolution: Authorizing the City of Turlock to join the FigTREE PACE Program; authorizing the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Turlock; and authorizing related actions

Resolution: Approving associate membership by the City of Turlock in the California Enterprise Development Authority and authorizing and directing the execution of an associate membership agreement relating to associate membership of the City in the Authority

Resolution: Consenting to the inclusion of properties within the City's jurisdiction in the California HERO program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement related thereto

Resolution: Authorizing the City of Turlock to join the CaliforniaFIRST Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing related actions

Motion: Authorizing the City Manager to execute any and all necessary documents including, but not limited to, any JPA agreements or amendments to any JPA agreements to implement the FigTREE, California HERO, and CaliforniaFIRST Property Assessed Clean Energy (PACE) programs in the City of Turlock

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 Labor Negotiators**, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Community Housing Program Supervisor, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Municipal Services Deputy Director, Payroll Coordinator, Principal Civil Engineer, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Utilities Manager, Water Quality Control Division Manager
- B. **Conference with Legal Counsel – Existing Litigation**, Cal. Gov't Code §54956.9(a)
Name of case: Turlock Associated Police Officers vs. City of Turlock

12. ADJOURNMENT

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 7/5/13 IN THE AMOUNT OF }
\$952,028.79; DEMANDS OF 7/11/13 IN THE }
AMOUNT OF \$1,768,463.94 }

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:
7/5/13	\$952,028.79
7/11/13	\$1,768,463.94

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

Payment Register

From Payment Date: 6/28/2013 - To Payment Date: 7/5/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
93733	07/02/2013	Open			Utility Management Refund	BADAL, BOB	\$99.30		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$99.30	
93734	07/02/2013	Open			Utility Management Refund	BENCHMARK PROPERTY MANAGEMENT	\$127.76		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$127.76	
93735	07/02/2013	Open			Utility Management Refund	BRIGHT, JACK	\$52.20		
	Paying Fund			Cash Amount				Amount	
	110 - General Fund			110.11000 (Cash)				\$0.84	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$1.67	
	420 - WATER			420.11000 (Cash)				\$49.69	
93736	07/02/2013	Open			Utility Management Refund	COSGRAVE, STEVE	\$263.42		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$263.42	
93737	07/02/2013	Open			Utility Management Refund	ESTRADA, RUTH	\$197.10		
	Paying Fund			Cash Amount				Amount	
	110 - General Fund			110.11000 (Cash)				\$0.84	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$1.43	
	420 - WATER			420.11000 (Cash)				\$194.83	
93738	07/02/2013	Open			Utility Management Refund	KERR, EILEEN	\$240.00		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$240.00	
93739	07/02/2013	Open			Utility Management Refund	KITCHEN, CALLIE, E	\$115.80		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$115.80	
93740	07/02/2013	Open			Utility Management Refund	MEDEIROS, CHANTEL, M	\$86.80		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$86.80	

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Payment Register

From Payment Date: 6/28/2013 - To Payment Date: 7/5/2013

93741	07/02/2013	Open	Utility Management Refund	NEAL, ADRIANNA	Cash Amount	Amount
	Paying Fund					
	420 - WATER				420.11000 (Cash)	\$219.95
93742	07/02/2013	Open	Utility Management Refund	SEQUOIA PROPERTY MGMT		\$106.05
	Paying Fund				Cash Amount	Amount
	420 - WATER				420.11000 (Cash)	\$106.05
93743	07/02/2013	Open	Utility Management Refund	SMITH, DANIEL		\$149.77
	Paying Fund				Cash Amount	Amount
	420 - WATER				420.11000 (Cash)	\$149.77
93744	07/05/2013	Open	Accounts Payable	A & A PORTABLES INC		\$439.49
	Paying Fund				Cash Amount	Amount
	301 - Capital Improvement				301.11000 (Cash)	\$439.49
93745	07/05/2013	Open	Accounts Payable	ACCOUNTEMPS INC		\$349.80
	Paying Fund				Cash Amount	Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$174.90
	420 - WATER				420.11000 (Cash)	\$174.90
93746	07/05/2013	Open	Accounts Payable	AFLAC		\$4,470.66
	Paying Fund				Cash Amount	Amount
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$4,470.66
93747	07/05/2013	Open	Accounts Payable	AFLAC GROUP INSURANCE		\$3,020.50
	Paying Fund				Cash Amount	Amount
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$3,020.50
93748	07/05/2013	Open	Accounts Payable	AIRGAS NCN		\$152.62
	Paying Fund				Cash Amount	Amount
	110 - General Fund				110.11000 (Cash)	\$152.62
93749	07/05/2013	Open	Accounts Payable	BADGER METER INC		\$57,706.75
	Paying Fund				Cash Amount	Amount
	420 - WATER				420.11000 (Cash)	\$57,706.75
93750	07/05/2013	Open	Accounts Payable	BILSON'S SPORT SHOP INC		\$3,168.18
	Paying Fund				Cash Amount	Amount
	110 - General Fund				110.11000 (Cash)	\$3,168.18
93751	07/05/2013	Open	Accounts Payable	BRISCO ENTERPRISES INC		\$187,000.00
	Paying Fund				Cash Amount	Amount
	415 - Sewer Bond Projects				415.11000 (Cash)	\$187,000.00
93752	07/05/2013	Open	Accounts Payable	BURTON'S FIRE APPARATUS		\$1,464.54

Payment Register

From Payment Date: 6/28/2013 - To Payment Date: 7/5/2013

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,464.54
93753 07/05/2013 Open	Accounts Payable	
		\$2,413.58
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$2,413.58
93754 07/05/2013 Open	Accounts Payable	
		\$564.00
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$564.00
93755 07/05/2013 Open	Accounts Payable	
		\$155.00
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$155.00
93756 07/05/2013 Open	Accounts Payable	
		\$514.80
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$514.80
93757 07/05/2013 Open	Accounts Payable	
		\$83,267.98
Paying Fund		
511 - Health Insurance	511.11000 (Cash)	\$83,267.98
93758 07/05/2013 Open	Accounts Payable	
		\$9,830.76
Paying Fund		
511 - Health Insurance	511.11000 (Cash)	\$9,830.76
93759 07/05/2013 Open	Accounts Payable	
		\$3,119.64
Paying Fund		
511 - Health Insurance	511.11000 (Cash)	\$3,119.64
93760 07/05/2013 Open	Accounts Payable	
		\$3,591.44
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$3,591.44
240 - Small Equipment Replacement	240.11000 (Cash)	\$3,050.53
93761 07/05/2013 Open	Accounts Payable	
		\$540.91
Paying Fund		
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$35,316.92
93762 07/05/2013 Open	Accounts Payable	
		\$344.94
Paying Fund		
104 - Payroll Clearing Fund	104.11000 (Cash)	\$346.94
110 - General Fund	110.11000 (Cash)	(\$2.00)
93763 07/05/2013 Open	Accounts Payable	
		\$2,764.80
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$2,764.80

Payment Register

From Payment Date: 6/28/2013 - To Payment Date: 7/5/2013

Account Number	Payment Date	Open	Paying Fund	Account Type	Payee	Amount
93764	07/05/2013	Open	104 - Payroll Clearing Fund	Cash Amount	FARIA, JAMIE	\$624.00
			110 - General Fund	Accounts Payable		
93765	07/05/2013	Open	110.11000 (Cash)	Cash Amount	FIRST AMERICAN TITLE INC	\$50,000.00
			255 - CDBG	Accounts Payable		
			256 - Stanislaus Housing Consortia	Accounts Payable		
93766	07/05/2013	Open	256.11000 (Cash)	Cash Amount	FIRST AMERICAN TITLE INC	\$45,000.00
			257 - State HOME Funds	Accounts Payable		
93767	07/05/2013	Open	257.11000 (Cash)	Cash Amount	FRANCHISE TAX BOARD	\$124.94
			104 - Payroll Clearing Fund	Accounts Payable		
			110 - General Fund	Accounts Payable		
93768	07/05/2013	Open	110.11000 (Cash)	Cash Amount	FRANTZ WHOLESAL NURSERY LLC	\$1,275.36
			410 - WATER QUALITY CONTROL (WQC)	Accounts Payable		
93769	07/05/2013	Open	410.11000 (Cash)	Cash Amount	GEOANALYTICAL LAB INC	\$5,151.65
			410 - WATER QUALITY CONTROL (WQC)	Accounts Payable		
			420 - WATER	Accounts Payable		
93770	07/05/2013	Open	420.11000 (Cash)	Cash Amount	GROENIGER & CO INC	\$655.56
			420 - WATER	Accounts Payable		
93771	07/05/2013	Open	420.11000 (Cash)	Cash Amount	HILMAR READY MIX	\$69.96
			110 - General Fund	Accounts Payable		
93772	07/05/2013	Open	110.11000 (Cash)	Cash Amount	ING LIFE INSURANCE AND	\$121.34
			104 - Payroll Clearing Fund	Accounts Payable		
93773	07/05/2013	Open	104.11000 (Cash)	Cash Amount	JUSTUS LAWNMOWER SHOP INC	\$337.04
			205 - Sports Facilities	Accounts Payable		
			246 - Landscape Assessment	Accounts Payable		
93774	07/05/2013	Open	246.11000 (Cash)	Cash Amount	KLEINFELDER WEST INC dba KLEINFELDER INC	\$2,228.00

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Paying Fund	Cash Amount	Amount
255 - CDBG	255.11000 (Cash)	\$1,107.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$482.03
420 - WATER	420.11000 (Cash)	\$638.97
93775	07/05/2013 Open	\$5,313.00
	Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
Paying Fund	Cash Amount	Amount
501 - Information Technology	501.11000 (Cash)	\$5,313.00
93776	07/05/2013 Open	\$212.02
	Accounts Payable	LEHIGH HANSON INC
Paying Fund	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$212.02
93777	07/05/2013 Open	\$1,313.49
	Accounts Payable	LINCOLN EQUIPMENT INC
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,313.49
93778	07/05/2013 Open	\$591.00
	Accounts Payable	MADRUGA BROS ENT INC
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$492.00
255 - CDBG	255.11000 (Cash)	\$3.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$66.00
420 - WATER	420.11000 (Cash)	\$18.00
502 - Engineering	502.11000 (Cash)	\$12.00
93779	07/05/2013 Open	\$600.00
	Accounts Payable	MASON, ROBBINS, BROWNING, & GODWIN, LLP
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$600.00
93780	07/05/2013 Open	\$6,720.00
	Accounts Payable	NEW WORLD SYSTEM CORP
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$4,480.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$560.00
420 - WATER	420.11000 (Cash)	\$560.00
501 - Information Technology	501.11000 (Cash)	\$1,120.00
93781	07/05/2013 Open	\$2,380.00
	Accounts Payable	OMNI-MEANS INC
Paying Fund	Cash Amount	Amount
502 - Engineering	502.11000 (Cash)	\$2,380.00
93782	07/05/2013 Open	\$303.50
	Accounts Payable	PACE SUPPLY CORPORATION
Paying Fund	Cash Amount	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$146.37
420 - WATER	420.11000 (Cash)	\$157.13

Payment Register

From Payment Date: 6/28/2013 - To Payment Date: 7/5/2013

Payment ID	Payment Date	Account Name	Account Type	Account Number	Amount
93783	07/05/2013	PAUL'S GLASS CO	Accounts Payable		\$499.00
			Cash Amount		
		110 - General Fund	110.11000 (Cash)		\$499.00
93784	07/05/2013	POLYDYNE INC	Accounts Payable		\$11,782.79
			Cash Amount		
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$11,782.79
93785	07/05/2013	ROBIC REFRIGERATION INC	Accounts Payable		\$80.00
			Cash Amount		
		110 - General Fund	110.11000 (Cash)		\$80.00
93786	07/05/2013	ROMEO MEDICAL CLINIC	Accounts Payable		\$14,256.00
			Cash Amount		
		110 - General Fund	110.11000 (Cash)		\$14,256.00
93787	07/05/2013	SHARPENING SHOP	Accounts Payable		\$176.74
			Cash Amount		
		110 - General Fund	110.11000 (Cash)		\$176.74
93788	07/05/2013	SIERRA CHEMICAL CO	Accounts Payable		\$8,335.57
			Cash Amount		
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$8,335.57
93789	07/05/2013	SOUTHWEST SCHOOL &	Accounts Payable		\$4,105.41
			Cash Amount		
		270 - Recreation Grants	270.11000 (Cash)		\$4,105.41
93790	07/05/2013	STANISLAUS COUNTY	Accounts Payable		\$4,662.02
			Cash Amount		
		110 - General Fund	110.11000 (Cash)		\$4,662.02
93791	07/05/2013	STANISLAUS CTY SHERIFF	Accounts Payable		\$311.75
			Cash Amount		
		104 - Payroll Clearing Fund	104.11000 (Cash)		\$311.75
		110 - General Fund	110.11000 (Cash)		(\$2.00)
93792	07/05/2013	SUPPORT PAYMENT CLEARING	Accounts Payable		\$439.13
			Cash Amount		
		104 - Payroll Clearing Fund	104.11000 (Cash)		\$439.13
		110 - General Fund	110.11000 (Cash)		(\$1.00)
93793	07/05/2013	TARGET SOLUTIONS, INC	Accounts Payable		\$3,995.00
			Cash Amount		
		265 - Fire Department Grants	265.11000 (Cash)		\$3,995.00
93794	07/05/2013	TARGET SPECIALTY PROD INC	Accounts Payable		\$23,281.27
			Cash Amount		

Payment Register

From Payment Date: 6/28/2013 - To Payment Date: 7/5/2013

93795	110 - General Fund	110.11000 (Cash)	Accounts Payable	TREES, INC.	Amount	\$2,763.86
	205 - Sports Facilities	205.11000 (Cash)				
	217 - Streets - Gas Tax	217.11000 (Cash)				
	246 - Landscape Assessment	246.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				
	07/05/2013 Open					
	Paying Fund	Cash Amount				
	110 - General Fund	110.11000 (Cash)				\$1,986.52
93796	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	TURLOCK SCAVENGER CO INC	Amount	\$777.34
	07/05/2013 Open					
	Paying Fund	Cash Amount				
	110 - General Fund	110.11000 (Cash)				\$237,579.67
93797	07/05/2013 Open		Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	Amount	\$19,931.50
	Paying Fund	Cash Amount				
93798	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	UNIVAR USA INC	Amount	\$14,699.46
	07/05/2013 Open					
	Paying Fund	Cash Amount				
93799	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	VAN DE POL ENTERPRISE INC	Amount	\$973.85
	07/05/2013 Open					
	Paying Fund	Cash Amount				
93800	110 - General Fund	110.11000 (Cash)	Accounts Payable	YORK INSURANCE SV GRP INC	Amount	\$9,283.17
	07/05/2013 Open					
	Paying Fund	Cash Amount				
93801	510 - Workers Compensation Ins	510.11000 (Cash)	Accounts Payable	ZALREICH CHEMICAL CO INC	Amount	\$9,283.17
	07/05/2013 Open					
	Paying Fund	Cash Amount				
93802	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	ZAP MFG INC	Amount	\$67,398.20
	07/05/2013 Open					
	Paying Fund	Cash Amount				
93803	226 - Traffic Tax	226.11000 (Cash)	Accounts Payable	ARGUETA, TONY	Amount	\$444.95
	07/05/2013 Open					
	Paying Fund	Cash Amount				
93804	110 - General Fund	110.11000 (Cash)	Accounts Payable	DUSEL, JOSEPH	Amount	\$100.00
	07/05/2013 Open					
	Paying Fund	Cash Amount				
93805	110 - General Fund	110.11000 (Cash)	Accounts Payable	HUMPHRES, KEITH	Amount	\$150.00
	07/05/2013 Open					

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$150.00
93806 07/05/2013 Open	Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS \$185.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$185.00
93807 07/05/2013 Open	Accounts Payable	IPMA HR - CCC \$95.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$95.00
93808 07/05/2013 Open	Accounts Payable	MULGADO, JESSE \$42.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$42.00
93809 07/05/2013 Open	Accounts Payable	STATE OF CALIFORNIA, DEPT. OF INDUSTRIAL RELATIONS \$225.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$225.00
93810 07/05/2013 Open	Accounts Payable	TDR INC. \$1,650.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,650.00
93811 07/05/2013 Open	Accounts Payable	WALKER, SHAUN \$147.04
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$147.04
Type Check Totals:		
79 Transactions \$952,028.79		
AP - Accounts Payable Totals		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$952,028.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$952,028.79	\$0.00
All				
	Open	79	\$952,028.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$952,028.79	\$0.00

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Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$952,028.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$952,028.79	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$952,028.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$952,028.79	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
93812	07/08/2013	Open			Accounts Payable	GUEST SERVICES	\$240.48		
	Paying Fund			Cash Amount					
	265 - Fire Department Grants			265.11000 (Cash)				\$240.48	
93813	07/09/2013	Open			Utility Management Refund	KOUBIAR, TED	\$223.45		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$3.35	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$8.48	
	420 - WATER			420.11000 (Cash)				\$211.62	
93814	07/09/2013	Open			Utility Management Refund	LA FOLLETTE, LINDA	\$150.00		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$0.84	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$0.96	
	420 - WATER			420.11000 (Cash)				\$148.20	
93815	07/09/2013	Open			Utility Management Refund	PETERSON, ROBERT, C	\$88.80		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$29.18	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$7.16	
	420 - WATER			420.11000 (Cash)				\$52.46	
93816	07/09/2013	Open			Utility Management Refund	REDD, BRENNAN, A.P.	\$26.14		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$26.14	
93817	07/11/2013	Open			Accounts Payable	ACCOUNTEMPS INC	\$349.80		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$174.90	
	420 - WATER			420.11000 (Cash)				\$174.90	
93818	07/11/2013	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$209.67		
	Paying Fund			Cash Amount					
	217 - Streets - Gas Tax			217.11000 (Cash)				\$25.19	
	246 - Landscape Assessment			246.11000 (Cash)				\$159.30	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$25.18	
93819	07/11/2013	Open			Accounts Payable	AMERICAN MESSAGING	\$53.28		

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$53.28
07/11/2013 Open	Accounts Payable	AMERICAN MESSAGING
93820		\$46.27
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$46.27
07/11/2013 Open	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC
93821		\$345.22
Paying Fund	Cash Amount	Amount
502 - Engineering	502.11000 (Cash)	\$345.22
07/11/2013 Open	Accounts Payable	APPLIED INDUST TECH
93822		\$4,252.12
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$3,953.84
420 - WATER	420.11000 (Cash)	\$288.28
07/11/2013 Open	Accounts Payable	AT&T INFO SYSTEM
93823		\$360.45
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$360.45
07/11/2013 Open	Accounts Payable	AT&T MOBILITY
93824		\$1,295.65
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$844.92
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$198.47
501 - Information Technology	501.11000 (Cash)	\$252.26
07/11/2013 Open	Accounts Payable	AT&T/SBC
93825		\$65.90
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$65.90
07/11/2013 Open	Accounts Payable	AVAYA INC
93826		\$12.07
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$12.07
07/11/2013 Open	Accounts Payable	BADGER METER INC
93827		\$3,356.18
Paying Fund	Cash Amount	Amount
420 - WATER	420.11000 (Cash)	\$3,356.18
07/11/2013 Open	Accounts Payable	BALSWICK'S TIRE SHOP INC
93828		\$2,950.12
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,377.84
205 - Sports Facilities	205.11000 (Cash)	\$111.01
217 - Streets - Gas Tax	217.11000 (Cash)	\$860.79
246 - Landscape Assessment	246.11000 (Cash)	\$111.01
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$489.47

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Account Number	Payment Date	Open	Account Type	Account Name	Amount
93829	07/11/2013	Open	Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION INC	\$1,600.00
			Cash Amount		
			110.11000 (Cash)	\$1,600.00	
93830	07/11/2013	Open	Accounts Payable	Carnegie Arts Center Foundation, Turlock	\$70,063.82
			Cash Amount		
			104.11000 (Cash)	\$63.82	
			110.11000 (Cash)	\$70,000.00	
93831	07/11/2013	Open	Accounts Payable	CELLEBRITE USA CORP	\$999.00
			Cash Amount		
			110.11000 (Cash)	\$999.00	
93832	07/11/2013	Open	Accounts Payable	CERES COURIER INC, THE	\$175.00
			Cash Amount		
			110.11000 (Cash)	\$175.00	
93833	07/11/2013	Open	Accounts Payable	CHARTER COMMUNICATIONS	\$36.23
			Cash Amount		
			110.11000 (Cash)	\$29.55	
			410.11000 (Cash)	\$3.34	
			420.11000 (Cash)	\$3.34	
93834	07/11/2013	Open	Accounts Payable	CITY OF TURLOCK - CASH	\$170.34
			Cash Amount		
			110.11000 (Cash)	\$109.84	
			255.11000 (Cash)	\$23.96	
			410.11000 (Cash)	\$18.27	
			420.11000 (Cash)	\$18.27	
93835	07/11/2013	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	\$51,990.56
			Cash Amount		
			511.11000 (Cash)	\$51,990.56	
93836	07/11/2013	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	\$25,938.00
			Cash Amount		
			511.11000 (Cash)	\$25,938.00	
93837	07/11/2013	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	\$82,396.73
			Cash Amount		
			511.11000 (Cash)	\$82,396.73	
93838	07/11/2013	Open	Accounts Payable	COMMISSION ON STATE EMERGENCY COMMUNICATIONS	\$7,672.50
			Cash Amount		

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93839	266 - Police Services Grants 07/11/2013 Open Paying Fund	266.11000 (Cash)	Accounts Payable	COMMUNITY VETERINARY CLIN	\$7,672.50
		Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			\$366.80
	203 - Animal Fee Forfeiture	203.11000 (Cash)			\$105.00
93840	07/11/2013 Open Paying Fund		Accounts Payable	COSTCO	\$2,585.97
		Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			\$904.18
	270 - Recreation Grants	270.11000 (Cash)			\$1,681.79
93841	07/11/2013 Open Paying Fund		Accounts Payable	COUNTRY FORD TRUCKS INC	\$798.62
		Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			\$36.91
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$166.07
	420 - WATER	420.11000 (Cash)			\$73.11
	425 - Transit - Dial A Ride	425.11000 (Cash)			\$522.53
93842	07/11/2013 Open Paying Fund		Accounts Payable	CRESCENT SURPLUS INC	\$122.58
		Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			\$122.58
93843	07/11/2013 Open Paying Fund		Accounts Payable	CULLIGAN INC	\$298.37
		Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			\$298.37
93844	07/11/2013 Open Paying Fund		Accounts Payable	DOWNEY & SON PAINTING	\$6,513.20
		Cash Amount			Amount
	112 - Capital Purchases	112.11000 (Cash)			\$6,513.20
93845	07/11/2013 Open Paying Fund		Accounts Payable	DOWNEY BRAND ATTORNEYS	\$5,716.00
		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$5,716.00
93846	07/11/2013 Open Paying Fund		Accounts Payable	DRPSE	\$4,865.19
		Cash Amount			Amount
	266 - Police Services Grants	266.11000 (Cash)			\$4,865.19
93847	07/11/2013 Open Paying Fund		Accounts Payable	EQUIFAX	\$33.87
		Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			\$33.87
93848	07/11/2013 Open Paying Fund		Accounts Payable	FITZPATRICK HOMES TURLOCK LLC	\$101,471.10
		Cash Amount			Amount
	307 - NE Turlock Master Plan	307.11000 (Cash)			\$101,471.10

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93849	07/11/2013	Open	Accounts Payable	GOMES & SONS INC, JOE M	\$20,604.88
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	\$12,702.61	
	205 - Sports Facilities		205.11000 (Cash)	\$242.17	
	217 - Streets - Gas Tax		217.11000 (Cash)	\$1,431.54	
	246 - Landscape Assessment		246.11000 (Cash)	\$1,506.97	
	255 - CDBG		255.11000 (Cash)	\$96.19	
	405 - Building		405.11000 (Cash)	\$168.06	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$2,544.32	
	420 - WATER		420.11000 (Cash)	\$554.27	
	425 - Transit - Dial A Ride		425.11000 (Cash)	\$801.53	
	426 - Transit - BLAST		426.11000 (Cash)	\$464.80	
	502 - Engineering		502.11000 (Cash)	\$92.42	
93850	07/11/2013	Open	Accounts Payable	GUINN III, MARVIN, OLIVER	\$222.77
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	\$222.77	
93851	07/11/2013	Open	Accounts Payable	HARDER'S PRINT SHOP INC	\$1,318.40
	Paying Fund		Cash Amount	Amount	
	425 - Transit - Dial A Ride		425.11000 (Cash)	\$629.60	
	426 - Transit - BLAST		426.11000 (Cash)	\$688.80	
93852	07/11/2013	Open	Accounts Payable	HAWORTH INC	\$16,774.54
	Paying Fund		Cash Amount	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	\$16,774.54	
93853	07/11/2013	Open	Accounts Payable	HUNTINGTON COURT REPORTER	\$384.42
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	\$384.42	
93854	07/11/2013	Open	Accounts Payable	IMMIX TECHNOLOGY, INC.	\$25,185.94
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	\$25,185.94	
93855	07/11/2013	Open	Accounts Payable	JC WILLIAMS CO A CALIFORNIA CORPORATION	\$140,384.60
	Paying Fund		Cash Amount	Amount	
	307 - NE Turlock Master Plan		307.11000 (Cash)	\$140,384.60	
93856	07/11/2013	Open	Accounts Payable	JKB HOMES NORCAL INC	\$204,491.46
	Paying Fund		Cash Amount	Amount	
	307 - NE Turlock Master Plan		307.11000 (Cash)	\$204,491.46	
93857	07/11/2013	Open	Accounts Payable	JOHN ASOOFI	\$67,972.16

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Paying Fund	Cash Amount	Amount
93858	307 - NE Turlock Master Plan	\$67,972.16
	07/11/2013 Open	
	Accounts Payable	
	KLEINFELDER WEST INC dba	\$7,707.75
	KLEINFELDER INC	
	Paying Fund	Amount
	215 - Streets - Grant Funded Projects	\$2,792.75
	410 - WATER QUALITY CONTROL (WQC)	\$164.00
	415 - Sewer Bond Projects	\$4,751.00
	07/11/2013 Open	
	Accounts Payable	
	KYOCERA DOCUMENT SOLUTIONS	\$843.56
	AMERICA INC	
	Paying Fund	Amount
	110 - General Fund	\$804.84
	405 - Building	\$19.36
	505 - Fleet	\$19.36
	07/11/2013 Open	
	Accounts Payable	
	LEGUIRA LAW FIRM, GINA	\$600.00
	Paying Fund	Amount
	110 - General Fund	\$600.00
	07/11/2013 Open	
	Accounts Payable	
	MO-CAL OFFICE SOLUTIONS INC	\$107.37
	Paying Fund	Amount
	110 - General Fund	\$57.27
	410 - WATER QUALITY CONTROL (WQC)	\$25.05
	420 - WATER	\$25.05
	07/11/2013 Open	
	Accounts Payable	
	MORRISON HOMES	\$24,868.15
	Paying Fund	Amount
	307 - NE Turlock Master Plan	\$24,868.15
	07/11/2013 Open	
	Accounts Payable	
	N & S TRACTOR INC	\$363.54
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC)	\$363.54
	07/11/2013 Open	
	Accounts Payable	
	OFFICER SURVIVAL SOLUTIONS	\$3,271.80
	LLC	
	Paying Fund	Amount
	110 - General Fund	\$3,271.80
	07/11/2013 Open	
	Accounts Payable	
	OMNI-MEANS INC	\$4,804.50
	Paying Fund	Amount
	305 - Capital Facility Fees	\$4,804.50
	07/11/2013 Open	
	Accounts Payable	
	P G & E	\$41.27
	Paying Fund	Amount
	110 - General Fund	\$41.27

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93867	07/11/2013	Open	Accounts Payable	P H & S PRODUCTS LLC	\$440.00
Paying Fund					
410 - WATER QUALITY CONTROL (WQC)			Cash Amount		\$440.00
93868	07/11/2013	Open	Accounts Payable	PAUL'S GLASS CO	\$137.50
Paying Fund					
410 - WATER QUALITY CONTROL (WQC)			Cash Amount		\$137.50
93869	07/11/2013	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	\$660.93
Paying Fund					
217 - Streets - Gas Tax			Cash Amount		\$480.00
410 - WATER QUALITY CONTROL (WQC)			Cash		\$88.81
420 - WATER			Cash		\$92.12
93870	07/11/2013	Open	Accounts Payable	PRECISION CUSTOM WIRING	\$2,207.88
Paying Fund					
110 - General Fund			Cash Amount		\$917.63
112 - Capital Purchases			Cash		\$1,290.25
93871	07/11/2013	Open	Accounts Payable	ROLAND PHD, JOCELYN E	\$425.00
Paying Fund					
110 - General Fund			Cash Amount		\$425.00
93872	07/11/2013	Open	Accounts Payable	ROMEO MEDICAL CLINIC	\$150.00
Paying Fund					
110 - General Fund			Cash Amount		\$150.00
93873	07/11/2013	Open	Accounts Payable	SAFE-T-LITE CO INC	\$248.19
Paying Fund					
246 - Landscape Assessment			Cash Amount		\$248.19
93874	07/11/2013	Open	Accounts Payable	SALLY SWANSON ARCHITECTS INC	\$9,482.60
Paying Fund					
301 - Capital Improvement			Cash Amount		\$9,482.60
93875	07/11/2013	Open	Accounts Payable	SIERRA CHEMICAL CO	\$4,167.79
Paying Fund					
410 - WATER QUALITY CONTROL (WQC)			Cash Amount		\$4,167.79
93876	07/11/2013	Open	Accounts Payable	SOUSA-JOHNSON, ROSEMARY	\$208.52
Paying Fund					
110 - General Fund			Cash Amount		\$208.52
93877	07/11/2013	Open	Accounts Payable	SOUTHWEST SCHOOL &	\$5,289.01
Paying Fund					
270 - Recreation Grants			Cash Amount		\$5,289.01

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Payment ID	Date	Account	Payable	Amount
93878	07/11/2013	Open	Accounts Payable	\$76,500.52
	Paying Fund		STANISLAUS AUDITOR CONTR	
	110 - General Fund			\$76,500.52
93879	07/11/2013	Open	Accounts Payable	\$497.93
	Paying Fund		STANISLAUS COUNTY OFFICE OF EDUCATION	
93880	07/11/2013	Open	Accounts Payable	\$1,986.98
	Paying Fund		STATE OF CALIFORNIA	
93881	07/11/2013	Open	Accounts Payable	\$5,550.00
	Paying Fund		TIFFIN MATS INC	
93882	07/11/2013	Open	Accounts Payable	\$519.64
	Paying Fund		TOWER ENTERPRISE	
93883	07/11/2013	Open	Accounts Payable	\$15,137.00
	Paying Fund		TRANSIT CAPITAL SUPPORT	
93884	07/11/2013	Open	Accounts Payable	\$315.00
	Paying Fund		TURLOCK CITY TOW INC	
93885	07/11/2013	Open	Accounts Payable	\$400,000.00
	Paying Fund		TURLOCK SCAVENGER CO INC	
93886	07/11/2013	Open	Accounts Payable	\$4,341.00
	Paying Fund		TURLOCK UMPIRE GROUP	
93887	07/11/2013	Open	Accounts Payable	\$25,204.20
	Paying Fund		TURLOCK UNIFIED	
93888	07/11/2013	Open	Accounts Payable	\$1,215.00
	Paying Fund		TURLOCK UNIFIED	
93889	07/11/2013	Open	Accounts Payable	\$514.93
	Paying Fund		UTILITY TELEPHONE, INC.	

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Paying Fund	Cash Amount	Amount
93890	501 - Information Technology 07/11/2013 Open	\$514.93
	Accounts Payable	WARDEN'S OFFICE INC
		\$554.71
93891	410 - WATER QUALITY CONTROL (WQC) 07/11/2013 Open	\$554.71
	Accounts Payable	WEST PUBLISHING CORPORATION
		\$130.90
93892	110 - General Fund 07/11/2013 Open	\$130.90
	Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE
		\$311,376.63
93893	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 255 - CDBG 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 425 - Transit - Dial A Ride 426 - Transit - BLAST 502 - Engineering 505 - Fleet 510 - Workers Compensation Ins 512 - Casualty Insurance 07/11/2013 Open	\$53,186.00 \$32.00 \$1,426.00 \$51.00 (\$1,237.00) \$45,637.00 \$22,337.00 \$830.00 \$2,247.00 \$7,233.00 \$6,797.00 \$98,052.00 \$74,785.63
	Accounts Payable	ZEE MEDICAL SERVICE CO
		\$72.49
93894	410 - WATER QUALITY CONTROL (WQC) 07/11/2013 Open	\$72.49
	Accounts Payable	KELLER, KATHLEEN
		\$50.00
93895	110 - General Fund 07/11/2013 Open	\$50.00
	Accounts Payable	NATIONAL CRIME INVESTIGATION & TRAINING
		\$3,156.00
93896	110 - General Fund 07/11/2013 Open	\$3,156.00
	Accounts Payable	RANDHAWA, GURPREET
		\$32.00
	110 - General Fund	\$32.00
	85 Transactions	\$1,768,463.94
Type Check Totals:		

Payment Register

From Payment Date: 7/6/2013 - To Payment Date: 7/11/2013

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,768,463.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$1,768,463.94	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,768,463.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$1,768,463.94	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,768,463.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$1,768,463.94	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,768,463.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$1,768,463.94	\$0.00

JULY 23, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

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-
1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:05 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 William "Bill" Bassitt, President and CEO of the Stanislaus Economic Development and Workforce Alliance, in recognition of his retirement. Mr. Bassitt congratulated the City of Turlock for the way they have approached economic development and thanked Council for recognizing his retirement and his service.
 - B. Mayor Lazar presented the City Livability Award he received at the U.S. Conference of Mayors Meeting to Carnegie Arts Center Executive Director and Curator Rebecca Phillips Abbot for display at the Carnegie Arts Center. The award recognized the development and ongoing successes of the Carnegie Arts Center.
 - C. California State University Stanislaus student Anthony Fagundes presented information to the Council regarding a campus bicycle facility needs survey that was recently completed at the University. Council and staff discussed plans for future bike paths and the importance of receiving input from CSUS students in the preparation of an upcoming city-wide bike plan.
 3. **A. SPECIAL BRIEFINGS:** None
 - B. STAFF UPDATES**
 1. Crime Prevention Officer Michelle Backeroff provided information and invited Council, staff and the community to participate in National Night Out on August 6, 2013.
 - C. PUBLIC PARTICIPATION**

Arts Commission Member Sergio Alvarado spoke regarding the art show currently on display at City Hall.
 4. **A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA**

Action: Motion by Councilmember DeHart, seconded by Councilmember White, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.
 - B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

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5. **CONSENT CALENDAR:**

Mayor Lazar asked that Item 5B be removed from the Consent Calendar for separate consideration due to Councilmember Nascimento's absence at the July 9, 2013 City Council meeting and his inability to vote for approval of those minutes. Councilmember DeHart requested Item 5I be removed for separate consideration.

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

- A. **Resolution No. 2013-117** Accepting Demands of 6/20/13 in the amount of \$1,089,352.75; Demands of 6/27/13 in the amount of \$1,232,632.88
- B. *Removed for separate consideration.*
- C. Motion: Approving an amendment to City Contract No. 12-031 with Sally Swanson Architects, Inc., of San Francisco, California, for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update," to extend the term of the agreement by six (6) months
- D. Motion: Accepting improvements for City Project No. 13-29, "Painting of Fire Station No. 4," and authorizing the City Engineer to file a Notice of Completion
- E. **Resolution No. 2013-118** Appropriating \$2,422 to account number 217-50-511.43270 "Pavement Management Program Update" from Fund 217 "2103 Reserve" to fund the survey of local city streets as part of City Project No. 13-30, "Pavement Management Program Update," and the Regional Pavement Management Program Update for Fiscal Year 2012-13, as administered by StanCOG
- F. Motion: Accepting notification of Contract Change Order No. 5 in the amount of \$6,152.73 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 08 – Roofing and Waterproofing, bringing the contract total to \$610,941
- G. Motion: Accepting notification of Contract Change Order No. 5 in the amount of \$13,492 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,234,326
- H. Motion: Accepting notification of Contract Change Order No. 3 in the amount of \$5,358.83 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing; bringing the contract total to \$888,691
- I. *Removed for separate consideration.*
- J. **Resolution No. 2013-119** Authorizing the filling of one (1) anticipated vacant Staff Services Assistant position within the Development Services Department (Engineering Division) through an in-house recruitment of full-time, part-time and volunteer staff (with no priority given), and outside recruitment if needed
- K. Motion: Authorizing a Professional Services Agreement between the City of Turlock and Carollo Engineers, Inc., for specialized work related to gathering data for the Regional Surface Water Supply Project, in an amount not to exceed \$16,018, from Fund 420-52-550.43515 "Stanislaus Regional Water Authority"
- L. Motion: Approving a Professional Services Agreement between the City of Turlock and Robertson-Bryan, Inc., for the preparation of a Toxicity Reduction Evaluation (TRE) for Ceriodaphnia dubia, in an amount not to exceed \$27,511, from Fund 410-51-530.43316 "NPDES Permit Studies"
- M. Motion: Authorizing staff to enter into an agreement with a lobbying firm, Townsend Public Affairs, for issues, concerns, and opportunities regarding sewer, storm, and recycled water treatment, or other legislative, regulatory, or financial prospects, that could be of benefit to the City of Turlock, for a total annual expense not to exceed \$60,000 from Enterprise Funds 410-51-530.43011 and 420-52-550.43011

- N. Motion: Approving a service agreement with Casey Moving Services for Turlock Police Department, in an amount not to exceed \$46,770, for a period of twelve (12) months
- O. **Resolution No. 2013-120** Appropriating \$37,000 to account numbers 266-20-255-353.35720 "911 Grant Revenue" and 266-20-255-353.47117 "911 Grant Expenses" to be funded via reimbursement from the California 9-1-1 Division of the Public Safety Communications Office with Customer Premise Equipment (CPE) funding
- P. Motion: Authorizing the City Manager to sign and mail a letter of opposition regarding the Gambling Control Act Card Player Fees initiative – Assembly Bill 820 (Gomez)
- Q. Motion: Authorizing the City Manager to sign and mail letters of support to the City's Congressman and Senators for continued federal funding of the Partnership for Sustainable Communities
- R. Motion: Approving a Professional Services Retainer Agreement for preparation and filing of 2013-14 claims for State Mandated Cost Reimbursement with MGT of America, Inc., in an amount not to exceed \$9,200
- S. Motion: Approving a Professional Services Agreement for preparation of a Cost Allocation Plan with MGT of America, Inc., in an amount not to exceed \$17,000
- T. **Resolution No. 2013-121** Authorizing the release of unclaimed checks pursuant to California Government Code Section 50055 to the City of Turlock
- U. Motion: Designating Vice Mayor Bill DeHart as the voting delegate and Councilmember Steven Nascimento as the alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, September 20, 2013, in Sacramento, California
- V. **Resolution No. 2013-122** Authorizing approval to enter into contracts to maintain Health Insurance, including dental and vision coverage for Fiscal Year 2013-14
- W. **Resolution No. 2013-123** Authorizing approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2013-14 and appropriating \$4,786 to account number 512-10-152.43100_004 "Insurance Employment Practices Liability" from Fund 512 "Casualty Insurance" reserve balance
- X. **Resolution No. 2013-124** Authorizing approval to enter into contracts to maintain insurance coverage for Property Programs for Fiscal Year 2013-14
- Y. **Resolution No. 2013-125** Authorizing approval to enter into a contract to maintain insurance coverage for Crime Shield Coverage for Fiscal Year 2013-14
- Z. Motion: Rejecting Claim for Damage filed by Gevargiz Shansoff
- AA. Motion: Rejecting Claim for Damage filed by Roger Haney/River Bluff Ent. Inc.
- AB. Motion: Rejecting Claim for Damage filed by Kenneth Freeney
- AC. Motion: Rejecting Claim for Damage filed by Nancy Murillo

Item 5B **Action:** Motion by Councilmember White, seconded by Councilmember Bublak, Accepting Minutes of Regular Meeting of July 9, 2013. Motion carried with Councilmember Nascimento not participating.

Item 5I City Manager Roy Wasden noted the green sheet for this item and presented the staff report on the request to authorize the City Manager, or his designee, to approve the temporary closure of public streets, alleys, or other public rights-of-way and waive all general liability insurance requirements listed in Turlock Municipal Code Title 1, Chapter 6, for approved, neighborhood block parties and events.

Council discussion included assurance that a future change to the ordinance would not be made without additional Council/community input.

Mayor Lazar asked for public comment. Melody Remington and David Larson spoke in favor of waiving all general liability insurance requirements for reasons including the importance of uniting neighborhoods, removing obstacles such as fees that could deter gatherings, and concerns that if fees were required the permitting process may be bypassed which could create potential safety issues.

Mayor Lazar closed public comment.

Action: **Resolution No. 2013-126** Authorizing the City Manager, or his designee, to approve the temporary closure of public streets, alleys, or other public rights-of-way and waive all general liability insurance requirements listed in Turlock Municipal Code Title 1, Chapter 6, for approved, neighborhood block parties and events was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried unanimously.

6. **FINAL READINGS:**

- A. **Ordinance No. 1186-CS**, Repealing Turlock Municipal Code Title 4, Chapter 6, Article 2, regarding Parking Meter Zones as introduced at the July 9, 2013 meeting was unanimously passed and adopted.

7. **PUBLIC HEARINGS**

- A. Development Services Director Mike Pitcock presented the staff report on the request to confirm diagrams, assessments and reports, and levy assessments for Fiscal Year 2013-14 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock.

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

Action: **Resolution No. 2013-127** Confirming diagrams, assessments and reports, and levying assessments for Fiscal Year 2013-14 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

8. **SCHEDULED MATTERS:**

- A. Police Chief Robert Jackson presented the staff report on the request to accept AB109 Realignment Funds in the amount of \$85,985.77 and to appropriate said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants."

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

Action: **Resolution No. 2013-128** Accepting AB109 Realignment Funds in the amount of \$85,985.77 and appropriating said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants" was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried unanimously.

- B. Assistant to the City Manager on Economic Development and Housing Program Services Maryn Pitt presented the staff report on the request to establish a Mayor's Economic Development Task Force.

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

Councilmember Bublak expressed interest in serving as the Council representative to the task force.

Action: **Resolution No. 2013-129** Establishing a Mayor's Economic Development Task Force was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

City Clerk Kellie Weaver noted a prior request by Councilmember White to hold an off-site Council meeting in conjunction with the grand opening of the new Public Safety Facility. City Manager Wasden provided options for holding a Council meeting in combination with the grand opening/ribbon cutting. Councilmember White expressed his desire for the ribbon cutting ceremony to be a separate event, with an off-site Council meeting to be held in the future at the Public Safety Facility.

10. COUNCIL COMMENTS: None

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session item.

- A. Conference with Legal Counsel, Cal. Gov't Code §54956.9(c)
 Initiation of Litigation (1 case)

Action: No reportable action.

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12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember White, to adjourn at 6:59 p.m.
Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

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Council Synopsis

5C
August 13, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 11-29, "Cooper Ave. Storm Drain Line" is exempt from the provisions of CEQA in accordance with Section 15303 (d), "New Construction or Conversion of Small Structures" and Awarding bid and approving an agreement in the amount of \$526,052 (Fund 411) with Rolfe Construction Company, Atwater, California for City Project No. 11-29, "Cooper Ave. Storm Drain Line"

2. DISCUSSION OF ISSUE:

On July 15, 2013, four (4) bids were received for City Project No. 11-29, "Cooper Ave. Storm Drain Line." Rolfe Construction Company of Atwater, California, was the lowest responsible bidder with a bid in the amount of \$526,052.

Bid Summary:

COMPANY NAME	BID AMOUNT
Rolfe Construction Company	\$526,052.00
Mid Cal Pipeline & Utilities, Inc.	\$567,342.00
Taylor Backhoe Service, Inc.	\$650,296.50
Allen A. Waggoner Const., Inc.	\$721,825.00

The storm water facilities currently serving the area of the City bordered by E. Canal Drive to the north, Colorado Avenue to the east, East Avenue to the south and Minaret Avenue to the west, do not have the necessary storm water capacity and require the installation of new facilities, as identified in the City's Storm Water Master Plan. The Cooper Avenue Storm Line project will install facilities in Cooper Avenue and Bell Street to make the necessary storm water system improvements, while freeing up sewer capacity in the general area by separating the currently combined sewer/storm system.

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 proposed improvements will relieve a deficiency in our storm water system and will free up sewer capacity in the general area by separating the currently combined sewer/storm system.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
 iii. Wastewater
 vi. Storm water management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering	Consultant Engineering
\$659,729	\$526,052	\$52,605	\$46,293	\$16,334	\$18,445

Funding is available in line item number 441-51-536.51270, "Construction Project" for the proposed work. These funds are specifically for the construction of storm drainage facilities identified in the Storm Water Master Plan.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

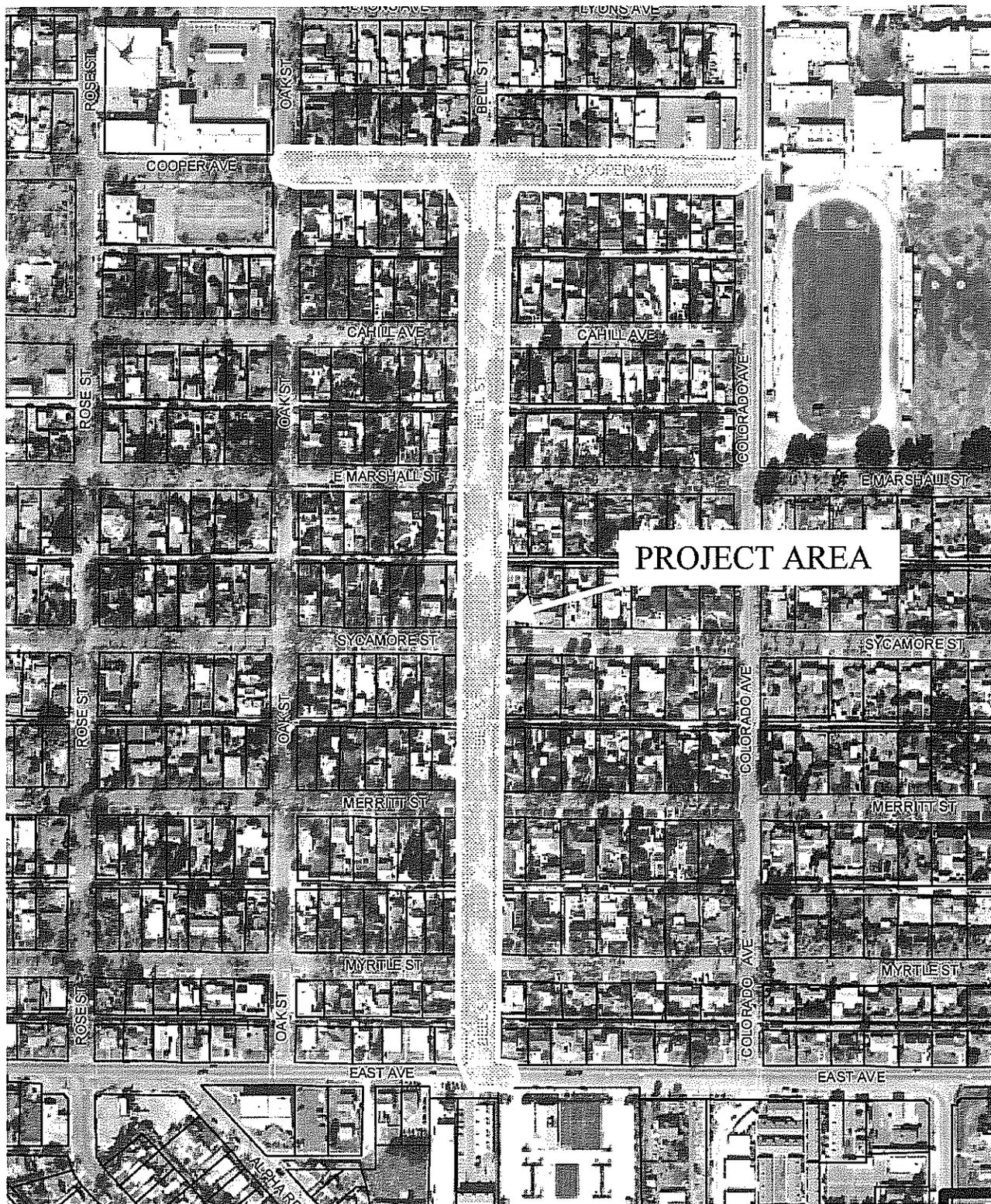
6. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15303 (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 since this area of the City is subject to annual flooding near the intersection of Colorado Ave. and Cooper Avenue. The proposed improvements will relieve this deficiency in our storm water system and will free up sewer capacity in the general area by separating the currently combined sewer/storm system.

City Project No. 11-29
Cooper Ave. Storm Drain Line



CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Cooper Ave. Storm Drain Line
 PROJECT NUMBER: 11-29
 PROJECT NUMBER: July 15, 2013
 BID OPENING: 10:00 A.M.

ANTICIPATED COUNCIL AWARD DATE: August 13, 2013

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.				1			2			3			4		
				Unit Price	Total														
1	Mobilization	LS	1	\$40,000.00	\$40,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$14,466.00	\$14,466.00
2	Traffic Control	LS	1	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$20,919.00	\$20,919.00
3	Sheeting and Shoring	LS	1	\$5,000.00	\$5,000.00	\$2,600.00	\$2,600.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$5,884.00	\$5,884.00
4	Dewatering	LS	1	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$3,435.00	\$3,435.00
5	Remove existing Improvements	LS	1	\$60,000.00	\$60,000.00	\$2,900.00	\$2,900.00	\$6,000.00	\$6,000.00	\$25,088.00	\$25,088.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$79,166.00	\$79,166.00
6	Clearing and Grubbing	LS	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,945.00	\$3,945.00
7	Hot Mix Asphalt (PG 70-10)	TON	800	\$80.00	\$64,000.00	\$130.00	\$104,000.00	\$135.00	\$108,000.00	\$154.00	\$123,200.00	\$154.00	\$123,200.00	\$154.00	\$123,200.00	\$154.00	\$123,200.00	\$106,400.00	\$106,400.00
8	Aggregate Base (Class 2 AB)	CY	400	\$60.00	\$24,000.00	\$55.00	\$22,000.00	\$40.00	\$16,000.00	\$40.00	\$16,000.00	\$40.00	\$16,000.00	\$40.00	\$16,000.00	\$40.00	\$16,000.00	\$32.00	\$12,800.00
9	Minor Concrete (Curb and Gutter)	LF	137	\$25.00	\$3,425.00	\$116.00	\$15,692.00	\$48.00	\$6,576.00	\$41.00	\$5,617.00	\$41.00	\$5,617.00	\$41.00	\$5,617.00	\$41.00	\$5,617.00	\$147.00	\$20,139.00
10	Minor Concrete (Utility Crossing)	EA	10	\$500.00	\$5,000.00	\$280.00	\$2,800.00	\$1,500.00	\$15,000.00	\$1,400.00	\$14,000.00	\$1,400.00	\$14,000.00	\$1,400.00	\$14,000.00	\$1,400.00	\$14,000.00	\$1,262.00	\$12,620.00
11	Adjust Frames and Covers to Grade	EA	28	\$500.00	\$14,000.00	\$310.00	\$8,680.00	\$350.00	\$9,800.00	\$500.00	\$14,000.00	\$500.00	\$14,000.00	\$500.00	\$14,000.00	\$500.00	\$14,000.00	\$659.00	\$24,052.00
12	6" PVC SDR 26 Sewer Pipe	LF	40	\$35.00	\$1,400.00	\$73.00	\$2,920.00	\$75.00	\$3,000.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$67.00	\$2,680.00
13	6" PVC SDR 26 Sewer Pipe	LF	5	\$40.00	\$200.00	\$73.00	\$365.00	\$75.00	\$375.00	\$200.00	\$800.00	\$200.00	\$800.00	\$200.00	\$800.00	\$200.00	\$800.00	\$208.00	\$1,040.00
14	12" Ductile Iron Sewer Casing Pipe	LF	20	\$60.00	\$1,200.00	\$100.00	\$2,000.00	\$200.00	\$4,000.00	\$180.00	\$3,600.00	\$180.00	\$3,600.00	\$180.00	\$3,600.00	\$180.00	\$3,600.00	\$227.00	\$4,540.00
15	48" Sewer Manhole (Detail S-3)	EA	1	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,337.00	\$4,337.00	
16	8" Class 305 C-900 Storm Pipe	LF	23	\$45.00	\$1,035.00	\$135.00	\$3,105.00	\$100.00	\$2,300.00	\$140.00	\$3,220.00	\$140.00	\$3,220.00	\$140.00	\$3,220.00	\$140.00	\$3,220.00	\$180.00	\$4,140.00
17	18" PVC Storm Pipe	LF	352	\$55.00	\$19,360.00	\$59.00	\$20,768.00	\$70.00	\$24,640.00	\$57.00	\$20,064.00	\$57.00	\$20,064.00	\$57.00	\$20,064.00	\$57.00	\$20,064.00	\$89.00	\$31,328.00
18	24" PVC Storm Pipe	LF	3,053	\$70.00	\$213,710.00	\$74.00	\$225,922.00	\$67.00	\$204,551.00	\$77.50	\$236,607.50	\$77.50	\$236,607.50	\$77.50	\$236,607.50	\$77.50	\$236,607.50	\$71.00	\$216,763.00
19	48" Storm Manhole (Detail S-3)	EA	14	\$2,500.00	\$35,000.00	\$2,500.00	\$35,000.00	\$5,000.00	\$70,000.00	\$3,700.00	\$51,800.00	\$3,700.00	\$51,800.00	\$3,700.00	\$51,800.00	\$3,700.00	\$51,800.00	\$4,035.00	\$56,835.00
20	60" Storm Manhole (Separation)	EA	2	\$4,500.00	\$9,000.00	\$3,400.00	\$6,800.00	\$9,000.00	\$18,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$4,706.00	\$9,412.00
21	Catch Basin (Detail SDR-3)	EA	13	\$2,500.00	\$32,500.00	\$2,700.00	\$35,100.00	\$3,000.00	\$39,000.00	\$3,200.00	\$41,600.00	\$3,200.00	\$41,600.00	\$3,200.00	\$41,600.00	\$3,200.00	\$41,600.00	\$5,895.00	\$76,635.00
22	Connect Existing Catch Basin	EA	2	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,439.00	\$2,878.00
23	Landscaping	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,223.00	\$4,223.00
24	Irrigation	LS	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$1,722.00	\$1,722.00
25	Monument Wells	EA	3	\$500.00	\$1,500.00	\$200.00	\$600.00	\$800.00	\$2,400.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$603.00	\$1,809.00
Total =				\$562,830.00	\$562,830.00	\$526,052.00	\$526,052.00	\$567,342.00	\$567,342.00	\$650,296.50	\$721,825.00	\$721,825.00							

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 11-29

Cooper Ave. Storm Drain Line

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

Rolfe Construction Company
3573 Southern Pacific Avenue
Atwater, CA 95301

hereinafter called "Contractor" on this 13th day of August, 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 A notice was duly published for bids for the contract for the improvement hereinafter described.

C On August 13, 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.

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

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: demolition, excavation, trenching, pipe placement, manholes, catch basins, paving and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. **THE CONTRACT:**

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

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

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

3. **SCHEDULE:**

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

4. **EQUIPMENT & PERFORMANCE OF WORK:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 11-29, "Cooper Ave. Storm Drain Line."**

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 **Five Hundred Twenty Six Thousand Fifty Two and NO/100ths Dollars (\$526,052.00)**. 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 **Fourty (40)** 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 **One Thousand Nine Hundred and no/100ths Dollars (\$1,900.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. PERFORMANCE BY SURETIES:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after

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

11. DISPUTES PERTAINING TO PAYMENT FOR WORK:

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

12. PERMITS, COMPLIANCE WITH LAW:

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

13. SUPERINTENDENCE BY CONTRACTOR:

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

14. INSPECTION BY CITY:

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

15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

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

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

16. CHANGE OF CONTRACT PRICE:

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

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

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

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

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

17. CHANGE OF CONTRACT TIME:

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

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

- b. where the delay is caused by actions beyond the control of Contractor; or
- c. where the delay is caused by actions or failure to act by Engineer.

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

18. INSPECTION AND TESTING OF MATERIALS:

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

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

19. PERMITS AND CARE OF THE WORK:

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

20. OTHER CONTRACTS:

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

21. PAYMENTS TO CONTRACTOR:

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

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

22. CONTRACT SECURITY:

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

23. HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:

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

24. CONTRACTOR'S INSURANCE:

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20 37 or their equivalent), to be approved by the City of Turlock.

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

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

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

- (6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).
- (b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
 - (3) Workers' Compensation: As statutorily required by the State of California.
 - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - (5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
 - (6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.
- (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) 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 policy shall 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 work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.
 - (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

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

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

- (e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Surety Bonds: Contractor shall provide a Performance Bond, and a Payment Bond.

25. PROOF OF CARRIAGE OF INSURANCE:

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

26. WAGES & HOURS OF EMPLOYMENT:

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

Director of the Department of Industrial Relations for the community.

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

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

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

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

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

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

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

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this

agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

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

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

28. PROVISIONS CUMULATIVE:

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

29. TAXES:

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

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

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

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

30. NOTICES:

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

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

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

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

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

31. INTERPRETATION:

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

32. ANTITRUST CLAIMS:

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

33. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 17 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 11-29, "Cooper Ave. Storm Drain Line,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 11-29, "Cooper Ave. Storm Drain Line,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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Council Synopsis

5D

August 13, 2013

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$262 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, bringing the contract total to \$296,100

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$318,500 to D.C. Vient, Inc., of Modesto, California for "Turlock Public Safety Facility," Category 13 – Painting and Wall Coverings. During the course of construction, some additional work was required to repaint the stucco of the Sally Port after expansion joints were installed. After review of the proposed changes and the project schedule, City Staff and D.C. Vient, Inc., recommend the following change:

Change Order History	Amount	City Council Meeting
Original Contract	\$318,500	2/1/11
Change Order No. 1	(\$22,400)	1/10/12
Change Order No. 2	\$262	8/13/13
Adjusted Contract Total	\$296,362	

Description of change order:

Change order No. 2 includes 1 item:

- 1) Repaint the stucco over the sally port after installation of expansion joints. The total cost of this change is \$1,873. The balance of \$1,611 is on ACO 3/11.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department

ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of \$296,100 will be increased in the amount of \$262, bringing the total contract to \$296,362 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

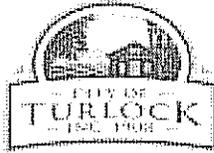
N/A

7. ALTERNATIVES:

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

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)





**CONTRACT
CHANGE ORDER
AUTHORIZATION
FORM**

PROJECT INFORMATION

D.C. Vient, Inc.
P.O. Box D
Modesto, CA 95352
209-578-1224

Project Name: Turlock Public Safety Facility
Project No.: 0804B - Category 11
Awarded on: February 1, 2011
Original Contract Amount: \$318,500.00
Increase to contract: \$262.00
Increase percentage: 0.1%
Increase of previous CCOs: (\$22,400.00)
Cumulative percentage: -7.0%
New Contract Total: \$296,362.00

Change Order No. 2

Description of change order:

Repaint the stucco over the sally port after installation of expansion joints. The total cost of this change is \$1,873. The balance of \$1,611 is on ACO 3/11. \$262.00

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

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

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

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

Approved: _____
Roy W. Wasden, City Manager Date

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

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

Recommended: _____
Roy W. Wasden, City Manager Date

Approval by City Council: _____



Council Synopsis

August 13, 2013

5E

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-21, "Slurry Seals 2013" is exempt from the provisions of CEQA in accordance with Section 15301 (d) of the California Environmental Quality Act (CEQA) and Awarding bid and approving an agreement in the amount of \$634,865.36 (Fund 246) with Central Valley Engineering & Asphalt, Inc. of Roseville, California for City Project No. 13-21, "Slurry Seals 2013"

Resolution: Appropriating \$30,000 to account number 246-60-600.43700 "Slurry Seals" from Fund 246 "Landscape Assessment District Maintenance Fund" reserve balance for City Project No. 13-21, "Slurry Seals 2013"

2. DISCUSSION OF ISSUE:

On July 29, 2013, seven (7) bids were received for City Project No. 13-21, "Slurry Seals 2013." Central Valley Engineering & Asphalt, Inc. of Roseville, California, was the lowest responsible bidder with a bid in the amount of \$634,865.36.

Bid Summary:

COMPANY NAME	BID AMOUNT
Central Valley Engineering & Asphalt, Inc	\$634,865.36
VSS International, Inc.	\$667,845.00
Graham Contractors, Inc.	\$673,795.95
California Pavement Maintenance Co., Inc	\$749,201.79
Sierra Nevada Construction, Inc.	\$813,007.00
Intermountain Slurry Seal, Inc.	\$918,918.00
Windsor Fuel Co.	\$1,065,022.70

Slurry seal resurfacing is the application of an emulsified mixture of asphalt oil, rock, water, and additives to an existing roadway. This resurfacing is part of the on-going maintenance of a roadway and is recommended to be applied to the surface every seven (7) years.

This project consists of performing slurry seal resurfacing to various roadways throughout the City. The identified areas to be slurry sealed are those in which a benefit assessment district was formed previously and are now due for slurry seal resurfacing. Funding for this project comes from the collection of the assessment district fees on the Stanislaus County Assessor's Tax Roll.

3. BASIS FOR RECOMMENDATION:

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

B) This project is consistent with the following Strategic Plan Initiatives:

Strategic Plan Initiative F. INTELLIGENT, PLANNED, MANAGED GROWTH

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

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$780,000	\$634,845	\$63,485	\$56,067	\$25,603

Account Number 246-60-600.43700 "Slurry Seals" currently has \$750,000 in the budget. Staff asks that the Council appropriate an additional \$30,000 to account number 246-60-600.43700 "Slurry Seals" from Fund 246 Landscape Assessment District Maintenance Fund Reserve for City Project No. 13-21, "Slurry Seals 2013," to complete the necessary funding required for the project. These funds are specifically for the maintenance of landscape lighting and street maintenance benefit assessment districts.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of resurfacing and restriping of existing pavement 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 residence have paid their assessments that pay for the maintenance of the street surface and are expecting the City to perform the maintenance as agreed.

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 13-21

Slurry Seals 2013

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

Central Valley Engineering & Asphalt, Inc.
216 Kenroy Lane
Roseville, CA 95678

hereinafter called "Contractor" on this 13th day of August, 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 A notice was duly published for bids for the contract for the improvement hereinafter described.

C On August 13, 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.

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

IT IS AGREED AS FOLLOWS:

1. **Scope Of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: removal of existing striping, legends, slurry sealing various local roads, striping, legends, pavement markers and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. **The Contract:**

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

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

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

3. **Schedule:**

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

4. **Equipment & Performance Of Work:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 13-21, "Slurry Seals 2013."**

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 **Six Hundred Thirty Four Thousand Eight Hundred Sixty Five and 36/100ths Dollars (\$634,865.36)**. 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 **Forty (40)** 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 **One Thousand Nine Hundred** and no/100ths Dollars (**\$1900.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it

relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

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

11. Disputes Pertaining To Payment For Work:

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

12. Permits, Compliance With Law:

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

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

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

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

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

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

17. Change Of Contract Time:

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

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

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

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

21. Payments To Contractor:

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

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

22. Contract Security:

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

23. Hold-Harmless Agreement And Contractor's Insurance:

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

24. Contractor's Insurance:

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

renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.
- (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
- (5) Surety bonds as described below.
- (6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

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

- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
- (3) Workers' Compensation: As statutorily required by the State of California.
- (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
- (6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.

- (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.
 - (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
 - (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under any of the required insurance coverages, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such action.
 - (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

- (g) Verification of Coverage: Contractor shall furnish City with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
- (h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Surety Bonds: Contractor shall provide a Performance Bond, and a Payment Bond.

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is

through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

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

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

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

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

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

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

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

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

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

31. Interpretation:

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

32. Antitrust Claims:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 19 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)

**Central Valley Engineering &
Asphalt, Inc.**

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-21, "Slurry Seals 2013,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____ day of _____, 20__.

(Principal)

By: X_____

By: X_____

(Surety)

By: X_____

By: X_____

Address:_____

(Zip)

Phone:_____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-21, "Slurry Seals 2013,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent

by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2013-
\$30,000 TO ACCOUNT NUMBER	}	
246-60-600.43700 "SLURRY SEALS" FROM	}	
FUND 246 "LANDSCAPE ASSESSMENT	}	
DISTRICT MAINTENANCE FUND" RESERVE	}	
BALANCE FOR CITY PROJECT NO. 13-21,	}	
"SLURRY SEALS 2013"	}	
<hr/>		

WHEREAS, the City wishes to perform slurry seal resurfacing to various roadways within benefit assessment districts; and

WHEREAS, additional funds are necessary to complete the scope of work; and

WHEREAS, the additional funds are available in Fund 246 "Landscape Assessment District Maintenance Fund" Reserve.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of \$30,000 into account number 246-60-600.43700 "Slurry Seals" from Fund 246 "Landscape Assessment District Maintenance Fund" reserve balance for City Project No. 13-21, "Slurry Seals 2013."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

5F

August 13, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the abandonment of city owned property at APN 089-019-019 from the Turlock Irrigation District Improvement District No. 1419, known as the Shimmon Ditch, and Authorizing the City Manager to execute the Agreement to Abandon Use of Improvement District Facility

2. DISCUSSION OF ISSUE:

In May 2007, the City recorded the Dianne Business Park subdivision map. The subdivision created 8 lots with a 4.82 acre remainder lot along the eastern edge of the property. The City of Turlock purchased the 4.82 acre remainder lot from the developer for the purpose of relocating the Highway 99 southbound on-ramp that will be required by Caltrans as we improve the interchange.

A developer west of Dianne Drive has requested that the City of Turlock abandon its participation in Turlock Irrigation District (TID) Improvement District No. 1419, known as the Shimmon Ditch. By executing the abandonment, the developer will be able to forgo the significant cost of replacing a TID irrigation pipeline that may never be used.

Since the parcel is fallow and no agricultural use is planned, staff sees no reason to maintain participation in the irrigation district. Staff recommends that Council approve the abandonment of city owned property at APN 089-019-019 from the Turlock Irrigation District Improvement District No. 1419, known as the Shimmon Ditch, and authorize the City Manager to execute the Agreement to Abandon use of Improvement District Facility.

3. BASIS FOR RECOMMENDATION:

A) The city owned property is currently slated for use as a southbound on-ramp for the Fulkerth Interchange Improvement that is currently in design.

A. Strategic Plan Initiative Policy Initiative- Municipal Infrastructure

Goal 1. B. IV Interchanges

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Reject the abandonment of city owned property at APN 089-019-019 from the Turlock Irrigation District Improvement District No. 1419, known as the Shimmon Ditch

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
ABANDONMENT OF CITY OWNED }
PROPERTY AT APN 089-019-019 FROM }
THE TURLOCK IRRIGATION DISTRICT }
IMPROVEMENT DISTRICT NO. 1419, }
KNOWN AS THE SHIMMON DITCH, AND }
AUTHORIZING THE CITY MANAGER }
TO EXECUTE THE AGREEMENT TO }
ABANDON USE OF THE IMPROVEMENT }
DISTRICT FACILITY }
_____}

RESOLUTION NO. 2013-

WHEREAS, in May 2007, the City recorded the Dianne Business Park Subdivision;
and

WHEREAS, the subdivision created 8 lots with a 4.82 acre remainder lot along the
eastern edge of the property; and

WHEREAS, the City of Turlock purchased the 4.82 acre remainder lot from the
developer for the purpose of relocating the Highway 99 southbound on-ramp that will be
required by Caltrans as the city improves the interchange; and

WHEREAS, the parcel is currently fallow and no agricultural use is planned.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Turlock does hereby authorize the abandonment of city owned property at APN 089-
019-019 from the Turlock Irrigation District Improvement District No. 1419, known as
the Shimmon Ditch, and authorizes the City Manager to execute the Agreement to
Abandon Use of Improvement District Facility.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of
Turlock this 13th day of August, 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

Recording requested by:

Turlock Irrigation District
Water Resources Administration
P.O. Box 949
Turlock, CA 95381

When recorded, mail to:

Turlock Irrigation District
Secretary of the Board
P.O. Box 949
Turlock, CA 95381

For Recorder's Use Only

AGREEMENT TO ABANDON USE OF IMPROVEMENT DISTRICT FACILITY

WHEREAS, Improvement District No. 1419, known as the Shimmon Ditch, is an improvement district organized and existing under an Act of the Legislature of the State of California, known and designated as the "Irrigation District Improvement Act," which improvement districts are within the boundary of the Turlock Irrigation District; and

WHEREAS, City of Turlock, the owner of the following described real property situated in the County of Stanislaus, State of California:

Parcel 2 as shown on that certain Parcel Map dated September 18, 1985, in Book 37 of Parcel Maps, Page 20, Stanislaus County Records, being a portion of the Northeast quarter of the Northwest quarter of Section 16, Township 5 South, Range 10 East, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM those portions thereof lying within Lots 1 through 8, inclusive and that portion lying within Polous Drive, a dedicated public street, as shown on that certain subdivision map No. 2005-15 of Dianne Business Park, filed for record in Book 43 of Maps, at Page 60, Stanislaus County Records.

Said parcel as above described, is also shown on said map of Dianne Business Park as "Remainder" parcel.

APN 089-019-019 4.82 Acres

AND WHEREAS, in the matter of Improvement District No. 1419, known as the Shimmon Ditch within the boundary of the Turlock Irrigation District, the said land was included within the boundary of the said Improvement District No. 1419, the owner now desires to withdraw the same.

NOW THEREFORE, in consideration of the Board of Directors of the Turlock Irrigation District permitting the withdrawal of the said land from the said Improvement District No. 1419, the owner herein above named, City of Turlock, does hereby forever relinquish and abandon to Improvement District No. 1419, known as the Shimmon Ditch, and existing within the boundary of the Turlock Irrigation District, any right to use the facilities or improvements of the said Improvement District No. 1419, for the purpose of irrigating or draining any of the above described property.

This agreement is to apply to and bind the successors in interest and the assigns of the parties hereto.

IN WITNESS WHEREOF the said owner has hereunto set their hand this

_____ day of _____, 20_____.

City of Turlock

Printed Name and Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

(FOR DISTRICT USE ONLY)

IN WITNESS WHEREOF, the Board of Directors of the Turlock Irrigation District, a Public Entity, under Resolution No. 2013 - _____, adopted on _____, has authorized and directed its Secretary or any Deputy Secretary to sign this agreement on behalf of the District and to record this Agreement with the appropriate County Recorder.

TURLOCK IRRIGATION DISTRICT

(SEAL)

By:

Executive Secretary to the Board of Directors
of the Turlock Irrigation District

Turlock Irrigation District
333 East Canal Drive
P.O. Box 949
Turlock, CA 95381

Reference: Abandonment request #2013552
Parcel No.: 089-019-019, Acreage: 4.82 Acres
From ID#: 1419 - Shimmon Ditch

Dear Sirs:

In compliance with Turlock Irrigation District (TID) Board Resolution No. 2000-20, which states that any parcel wishing to abandon from an improvement district must have no access or have permanently sealed any access to these facilities, I hereby certify that such access does not exist or has been permanently sealed. If upon inspection it is determined that access is not sealed, I authorize TID to do such work as necessary to disconnect this parcel from the above referenced improvement district at my expense.

Dated: _____

Signed: _____
City of Turlock

Printed Name and Title

Notary not required



Council Synopsis

August 13, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the filling of one (1) anticipated vacant Building Inspector position within the Turlock Building Division through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment

2. DISCUSSION OF ISSUE:

The Building Department currently has three full time building inspectors. One of these individuals has notified the Department of his intent on retiring from the City of Turlock on December 31, 2013.

The inspector positions are responsible for all of the building inspections performed by the Building Division within the City of Turlock. With this anticipated vacancy, the remaining building inspectors will be unable to complete timely inspections of projects in accordance within the Division's customary inspection times. As such, the Building Division would be finding itself in a position that would require staff to roll over or delay critical inspections to ongoing projects. Consequently, the Building Department's needs the current inspector staffing level to be maintained.

In that light, in order to maintain the Department's essential level of service, a replacement needs to be identified for the position prior to the actual retirement of the employee who currently occupies the position. Appointing a replacement prior to the retirement of the employee currently assigned will allow for the orientation and training necessary to make the replacement employee successful in the position, while maintaining our regular level of service to permit holders.

It is anticipated that this position would be filled in November and funding of the forth inspector for the first two months of employment would come from salary savings from our currently open plans examiner position. Following the retirement of our current inspector, the Building Division would be back down to the 3 approved inspector positions as approved in the FY 13/14 budget.

The Building Inspector classification performs complex field inspections duties in several trade specialties such as plumbing, electrical, mechanical, structural and finish of industrial, commercial and residential buildings during various stages of construction or remodeling to assure compliance with applicable codes and regulations of the city, county, state and federal agencies. The position for Building Inspector reports to the Chief Building Official and is assigned to the Turlock City Employees Association for labor relations purposes and is subject to overtime assignment.

Due, to the significant customer service aspects of this position, it is vital to the Building Division that this position be refilled at this time.

Recruitment for in-house and outside applicants shall be conducted concurrently, which will be open to existing full-time, part-time, volunteer staff and outside applicants. However the interview process will be conducted as follows:

1. Conduct interviews of all internal candidates. If no internal candidate meets the position requirements; then
2. Conduct interviews of outside candidates.

The complete job descriptions are included as attachment "A".

3. BASIS FOR RECOMMENDATION:

A) In order to expeditiously assure compliance of constructed projects and supply quality customer service, it is essential to fill this indispensable position.

A. Strategic Plan Initiative Policy Initiative- Effective Leadership

Goal 1. C. Hire, develop and retain the best most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The funding for the overlap of this budgeted position would come from cost savings accrued in the FY13-14 budget from yet to be hired Building Department Plan Checker.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Council could direct staff to not fill the vacant position until after the retirement of the current building inspector. This is not recommended as it is essential that the Building Division provide outstanding customer service which can be achieved by having well trained and a full complement of staff at all times.
2. Council could direct staff to not fill the vacant position and delete the position from the budget. This is not recommended as it is essential that the Building Division provide outstanding customer service which can be achieved by having well trained and a full complement of staff at all times.

EXHIBIT "A"

BUILDING INSPECTOR I

DEFINITION

To inspect routine and complex structure and building systems at various stages of construction, alteration and repair; to assist in the review of building plans and specifications; and to investigate and secure compliance with applicable laws, ordinances, codes, standards, plans and specifications. This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, evening and weekend assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Chief Building Official, Supervising Building Inspector or Senior Building Inspector. Technical or functional supervision may be provided by higher level building inspections personnel.

DISTINGUISHING CHARACTERISTICS

To inspect routine and complex structure and building systems at various stages of construction, alteration and repair; to assist in the review of building plans and specifications; and to investigate and secure compliance with applicable laws, ordinances, codes, standards, plans and specifications. This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, evening and weekend assignments.

ESSENTIAL FUNCTIONS: - Duties may include, but are not limited to the following:

- Accept, review and process a wide variety of permit applications relating to construction and development-related activities regulated by the City Planning and Building & Safety Divisions.
- Review site plans, architectural drawings, and structural calculations submitted with development permit applications to insure completeness and conformance with the department's submittal requirements.
- Calculate and collect required mitigation and development fees for construction permit applications.
- Provide information at the public counter regarding the City's General Plan and development regulations including occupancies, structures, fire life safety issues, accessibility, energy conservation and public improvements.
- Perform over-the-counter plan check of fences, walls, small room additions, patios, decks, garages, and other small construction projects.
- Make field inspections of industrial, commercial and residential buildings during various stages of construction and remodeling to assure compliance with applicable codes and regulations of the City, County, State and federal agencies.
- Checks building plans for sufficiency and code compliance; route plans to other affected departments, and distribute plan check submittals to builders/contractors for corrections.

- Inspect foundation, cement, framing, plastering, plumbing, mechanical and electrical installations and a large variety of other complex and routine building system elements.
- Check stud, joist, rafter spacing and other structural member factors.
- Examine grade, quality and treatment of lumber, cement, lath, wire and composition.
- Coordinate inspection activities with other city departments and public agencies as needed.
- Assist in conducting investigations of zoning, land use and construction code enforcement and abatement issues.
- Determine compliance to Uniform Building, Plumbing, and Mechanical Codes, National Electric Code, and pertinent provisions of state and County health and environmental ordinances.
- Confer with architects, contractors, builders and general public in the field and office to resolve complaints and answer questions regarding plan check correction lists, conditions of permit approvals, and use of alternative methods or materials.
- Maintain permit records and field notes as applicable and prepares reports.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge Of:

- Accepted safety standards and methods of building construction.
- Building related codes and ordinances enforceable by the City, specifically, the Uniform Building Code.
- Principles and techniques of building inspection work.

Ability To:

- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations and standard construction practices.
- Learn to perform journey level inspection skills in a variety of specialty trade areas and to perform competent and efficient work as a Building Inspector.
- Learn to enforce a variety of zoning, general land use and related City codes.
- Determine that construction systems conform to City Code requirements.
- Read and interpret building plans, specifications and building codes.
- Advise on standard construction methods and requirements.
- Make arithmetical computations rapidly and accurately.
- Enforce necessary regulations with firmness and tact.
- Establish and maintain an effective working relationship with those contacted during the course of work.
- Communicate clearly and concisely, both orally and in writing.

EXPERIENCE AND EDUCATION

Experience:

One year of construction or inspection experience (30 college units with major course work in Building Technology, Construction Management or a related field may be substituted for six months of the required experience).

Education:

Equivalent to completion of the twelfth grade.

LICENSE OR CERTIFICATE

Possession of a Uniform Building Code Certification issued by the International Conference of Building Officials. Possession of a valid California Driver's License at the time of appointment and must be maintained thereafter as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read, write, make observations, view computer screen, read gauges and other instrumentation as well as operate a motor vehicle; hear well enough to converse on the radio, telephone, and in person; use hands and fingers well enough to use computer keyboard, write, file and answer telephones; bodily mobility to walk on uneven surfaces or sloped surfaces such as construction sites and roofs, bend, stand, climb on scaffolding and ladders, and be able to tolerate extreme fluctuations in temperatures while performing inspections or other duties;

BUILDING INSPECTOR II

DEFINITION

To inspect routine and more complex structures and building systems at various stages of construction, alteration and repair; to assist in the review of building plans and specifications and issuance of construction permits; and to investigate and secure compliance with applicable laws, ordinances, codes, standards, plans and specifications.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, evening and weekend assignments.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by the Chief Building Official, Supervising Building Inspector, or Senior Building Inspector.

DISTINGUISHING CHARACTERISTICS

To inspect routine and more complex structures and building systems at various stages of construction, alteration and repair; to assist in the review of building plans and specifications and issuance of construction permits; and to investigate and secure compliance with applicable laws, ordinances, codes, standards, plans and specifications.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, evening and weekend assignments.

ESSENTIAL FUNCTIONS: - Duties may include, but are not limited to the following:

- Perform field inspections of industrial, commercial and residential buildings during various stages of construction and remodeling to assure compliance with applicable codes and regulations of the City, County, state and federal agencies.
- Perform complex inspection duties in several trade specialties such as plumbing, electrical and mechanical, structural and finish trade areas.
- Checks building plans for sufficiency and code compliance; route plans to other affected departments, and distribute plan check submittal to builders/contractors for correction.
- Issue permits for work to be performed.
- Inspect foundation, cement, framing, plastering, plumbing, heating and electrical installations, and a large variety of other complex and routine building system elements.
- Assist in the checking of building plans and perform field review of plans and specifications.
- Check stud, joist, rafter spacing and other structural member factors.
- Examine grade, quality and treatment of lumber, cement, lath, wire and composition including conducting research of new and/or alternative material reports from ICBO and other testing labs.
- Assure proper and safe installations of routine and complex building systems.
- Coordinate inspection activities with other City departments and public agencies.

- Assist in conducting investigations of zoning, land use and construction code enforcement and abatement issues.
- Determine compliance to Uniform Building, Plumbing, and Mechanical Codes, National Electric Code, and pertinent provisions of state and County health and environmental ordinances.
- Confer with architects, contractors, builders and the general public in the field and office to resolve complaints and answer questions regarding plan check correction lists, conditions of permit approval, and use of alternative methods or materials.
- Maintain records and prepare reports.
- Perform related duties as assigned

MINIMUM QUALIFICATIONS:

Knowledge Of:

- Accepted safety standards and methods of building construction.
- Building related codes and ordinances enforceable by the City including the Uniform Building, Mechanical, Plumbing and Housing Codes, the National Electric Code, and the municipal zoning and sign ordinances.
- Principles and techniques of building inspection work.
- Complex building, electrical, fire, plumbing and mechanical code enforcement

Ability To:

- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations and standard construction practices.
- Perform journey level inspection skills in a variety of specialty trade areas and to perform competent and efficient work as a Building Inspector.
- Enforce a variety of zoning, general land use and related City codes.
- Read and interpret building plans, specifications and building codes and determine that construction systems conform to City Code requirements.
- Advise on standard construction methods and requirements.
- Make arithmetical computations rapidly and accurately.
- Enforce necessary regulations with firmness and tact.
- Establish and maintain an effective working relationship with those contacted during the course of work.
- Apply City codes and policies regarding zoning, environmental matters and other regulations to field situations.
- Perform entire range of inspections, including building, electrical, fire, plumbing and mechanical for residential, commercial and industrial construction.
- Communicate clearly and concisely, both orally and in writing.
- Work independently without supervision.

EXPERIENCE AND EDUCATION

Experience:

A minimum of three years of construction or inspection experience.

Two years of experience in the Building Inspector I series with the City of Turlock would also be accepted.

Education:

Thirty college units with major course work in Building Technology, Construction Management or a related field, or fifteen continuing education units from ICBO or accredited training.

LICENSE OR CERTIFICATE

Possession of a Uniform Building Code Certification issued by the International Conference of Building Officials.

It is expected that incumbents would continue to seek additional ICBO certifications as further experience is gained.

Possession of a valid California Driver's License at the time of appointment and must be maintained thereafter as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read, write, make observations, view computer screen, read gauges and other instrumentation as well as operate a motor vehicle; hear well enough to converse on the radio, telephone, and in person; use hands and fingers well enough to use computer keyboard, write, file and answer telephones; bodily mobility to walk on uneven surfaces or sloped surfaces such as construction sites and roofs, bend, stand, climb on scaffolding and ladders, and be able to tolerate extreme fluctuations in temperatures while performing inspections or other duties;

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
FILLING OF ONE (1) ANTICIPATED }
VACANT BUILDING INSPECTOR POSITION }
WITHIN THE TURLOCK BUILDING }
DIVISION THROUGH AN IN-HOUSE }
RECRUITMENT OF FULL-TIME, PART-TIME }
AND VOLUNTEER STAFF, AND OUTSIDE }
RECRUITMENT }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989, as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, a vacancy within the Building Division of the Development Services Department for the position of Building Inspector is anticipated on December 31, 2013; and

WHEREAS, the Building Inspector position reports to the Chief Building Official; and

WHEREAS, the adopted FY 13/14 approved 3 full time building inspector positions, and

WHEREAS, it is anticipated that this position would be filled in November and funding of the forth inspector for the first two months of employment would come from salary savings from our currently open plans examiner position, and

WHEREAS, following the retirement of our current inspector, the Building Division would be back down to the 3 approved inspector positions as approved in the FY 13/14 budget; and

WHEREAS, the Building Inspector position performs complex field inspections duties in the trade specialties of plumbing, electrical, mechanical, structural and finish of industrial, commercial and residential buildings during various stages of construction or remodeling to assure compliance with applicable codes and regulations of the City, County, state and federal agencies; and

WHEREAS, funding for this position is currently allocated in the 2013 – 2014 fiscal year budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the filling of one (1) vacant Plans Examiner position through the recruitment of in-house and outside applicants which shall be conducted concurrently, and will be open to existing full-time, part-time, volunteer staff and outside applicants.

However the interview process will be conducted as follows:

1. Conduct interviews of full-time staff. If no full-time candidate meets the position requirements; then,
2. Conduct interviews of part-time staff. If no part-time candidate meets the position requirements; then,
3. Conduct interviews of volunteer staff. If no volunteer candidate meets the position requirements; then,
4. Conduct interviews of outside applicants.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

5H

August 13, 2013

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Directing the City Manager or Director of Development Services / City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2013-14

2. DISCUSSION OF ISSUE:

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

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

3. BASIS FOR RECOMMENDATION:

- A. FHWA, FTA, and the State of California require an authorizing resolution by the local legislative body to delegate signature authority to one or more city officials.
- B. Resolution approval will expedite the processing of paperwork to obtain and retain federal and state funding for capital improvement projects.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DIRECTING THE CITY } RESOLUTION NO. 2013-
MANAGER OR DIRECTOR OF DEVELOPMENT }
SERVICES / CITY ENGINEER TO SIGN ALL }
DOCUMENTS, ASSURANCES, AND }
STATEMENTS IN REGARD TO ANY AND ALL }
FEDERAL HIGHWAY ADMINISTRATION }
(FHWA), FEDERAL TRANSIT ADMINISTRATION }
(FTA), OR STATE-FUNDED PROJECTS FOR }
FEDERAL FISCAL YEAR 2013-14 }
_____ }

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager or Director of Development Services / City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2013-14.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

51

August 13, 2013

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

Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Allocating \$5,000 from Fund 217 "Gas Tax" Reserve to backfill permit fees for property owners and reduce the financial burden associated with sidewalk only repairs

2. DISCUSSION OF ISSUE:

Turlock Municipal Code 7-2-601 requires all property owners to maintain the sidewalks adjacent to their property in a safe and non-dangerous condition. Article 3 of the Turlock Municipal Code requires any person other than the City, to obtain a permit when repairing a sidewalk. The average cost of a permit is \$157.50, (\$150 for the inspection and \$7.50 for the records management fee). To obtain this permit the applicant completes an application to the Engineering Division, which reviews the scope of work and insurance requirements. Once the work is completed a final inspection is conducted by Engineering staff to ensure the correct specifications were achieved. Staff work associated with sidewalk only repairs is fairly basic and requires minimal oversight. In 2012, staff issued 13 sidewalk only repair permits.

Staff is recommending a portion of the Gas Tax Reserve be designated to backfill the cost of the sidewalk only repair permits in an effort to relieve some of the financial burden on property owners and to encourage trip hazard maintenance. Sidewalk repairs involving curbs, gutters or ramps will not be included in this program due to the more involved construction requirements.

3. BASIS FOR RECOMMENDATION:

This partnership has the potential to encourage more property owners to repair unsafe sidewalks, thus reducing the potential for trip and fall injuries and the associated liability.

Strategic Plan Initiatives

H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal:

- a. Community Infrastructure
 - i) Strive to provide safe and well-maintained sidewalks for the citizens of Turlock by working with the citizens to facilitate repairs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$5,000 Fund 217 Gas Tax Reserve

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- 1. Reject this resolution and maintain the status quo. Staff does not recommend this action as the financial burden associated with sidewalk repairs can deter residents from addressing sidewalk hazards, which could lead to an increase in trip and fall injuries.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ALLOCATING \$5,000 }
FROM FUND 217 "GAS TAX" RESERVE TO }
BACKFILL PERMIT FEES FOR PROPERTY }
OWNERS AND REDUCE THE FINANCIAL }
BURDEN ASSOCIATED WITH SIDEWALK }
ONLY REPAIRS }
_____ }

RESOLUTION NO. 2013-

WHEREAS, Turlock Municipal Code 7-2-601 requires all property owners to maintain the sidewalks adjacent to their property in a safe and non-dangerous condition; and

WHEREAS, Turlock Municipal Code 7-2-301 requires any person other than the City to obtain a permit when repairing a sidewalk; and

WHEREAS, the average cost of a sidewalk only repair permit fee is \$157.50; and

WHEREAS, it is the Council's intent to provide safe and well maintained sidewalks by working with citizens to facilitate repairs; and

WHEREAS, this program has the potential to encourage more property owners to repair unsafe sidewalks, thus reducing the potential for trip and fall injuries.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby allocate \$5,000 from Fund 217 "Gas Tax" Reserve to backfill permit fees for property owners and reduce the financial burden associated with sidewalk only repairs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

55

August 13, 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 one (1) current vacant position within the Parks, Recreation and Public Facilities Division using an established Worker I hiring list

2. DISCUSSION OF ISSUE:

Parks, Recreation and Public Facilities Division is requesting authorization to fill one (1) current vacant position. The vacancy will be filled at the Maintenance Worker I level. The candidate will be selected using an established hiring list for the Worker I position. As a result of continued budget constraints, maintenance staffing is extremely lean which has proven to be challenging. In order to maintain the City's high standards of service to the community, current staffing levels need to be maintained. This particular vacancy is within the Streets Maintenance area which is a high priority area for the City. This position is responsible for handling pot holes, line striping, traffic signs, leaf pick up and median landscape maintenance throughout the community.

3. BASIS FOR RECOMMENDATION:

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: There will be no impact on the General Fund budget.
Funding for this position is currently allocated in the FY13/14 budget under Fund 217 Streets – Gas Tax.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. The Council may choose not to fill the vacancy at this time. Staff does not recommend this alternative as the vacant position is currently funded in the FY 2013/2014 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 ONE (1) }
CURRENT VACANT POSITION WITHIN }
PARKS, RECREATON AND PUBLIC }
FACILITIES DIVISION USING AN }
ESTABLISHED WORKER I HIRING LIST }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the Parks, Recreation and Public Facilities Division have a need to fill one (1) current position; and

WHEREAS, funding has already been allocated for this position within Fund 217 Streets – Gas Tax; and

WHEREAS, 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 one (1) current vacant position within the Parks, Recreation and Public Facilities using an established Worker I hiring list.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

5K
August 13, 2013

From: Roy W. Wasden, City Manager

Prepared by: Jeri Gilley, Financial Customer Service Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the filling of one (1) vacant Account Clerk I position within the Administrative Services Department (Finance Division) through an in-house recruitment of full-time, part-time, and volunteer/intern staff (with no priority given), and outside recruitment if needed

2. DISCUSSION OF ISSUE:

The Finance Division has an operational need to fill the vacant position in order to continue to effectively and efficiently perform their daily duties, and provide the quality customer service that our citizens expect and deserve.

Since the implementation of New World Systems software, the processes for assisting customers at the counter and by phone is two to three times more time consuming. This has caused an increase in wait time for customers.

New World Systems provides a greater output capability in reporting, etc. However, many of the input processes require more time to complete such as utility billing, payment processing, etc.

Filling this position will enable the Finance Division to meet customer's expectations and established division standards.

Recruitment will be conducted in-house and will be open to all regular, part time and volunteer/intern staff with no priority given. We are also requesting to do an outside open recruitment if necessary.

The complete job description is included as Exhibit A.

3. BASIS FOR RECOMMENDATION:

A) To adequately staff the Finance Division by filling the vacant position in the Account Clerk job classification series

A. Strategic Plan Initiative Policy Initiative- Effective Leadership

Goal 1. C. Hire, develop and retain the best most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Funding for this position is currently allocated in the FY 13/14 budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Reject the request to staff this vacant, funded position.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
FILLING OF ONE (1) VACANT ACCOUNT }
CLERK I POSITION WITHIN THE }
ADMINISTRATIVE SERVICES }
DEPARTMENT (FINANCE DIVISION) }
THROUGH AN IN-HOUSE RECRUITMENT }
OF FULL-TIME, PART-TIME, AND }
VOLUNTEER/INTERN STAFF (WITH NO }
PRIORITY GIVEN), AND OUTSIDE }
RECRUITMENT IF NEEDED }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989, as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, a vacancy exists within the Finance Division of the Administrative Services Department for the position of Account Clerk I; and

WHEREAS, the Finance Division has an operational need to fill the vacant position in order to continue to effectively and efficiently perform their daily duties, and provide the quality customer service that our citizens expect and deserve; and

WHEREAS, since the implementation of New World Systems software, the processes for assisting customers at the counter and by phone is two to three times more time consuming. This has caused an increase in wait time for customers; and

WHEREAS, New World Systems provides a greater output capability in reporting, etc., however, many of the input processes such as utility billing and payment processing, require more time to complete; and

WHEREAS, filling this position will enable the Finance Division to meet customers' expectations and established division standards; and

WHEREAS, funding for this position is currently allocated in the 2013-14 Fiscal Year budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the filling of one (1) vacant Account Clerk I position through an in-house recruitment of full-time, part-time, and volunteer/intern staff (with no priority given), and outside recruitment if needed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

Employment Job Descriptions

Exhibit A

ACCOUNT CLERK I

DEFINITION

Under direction to perform responsible account clerical work involving the processing and maintenance of financial or statistical records in an accounting system. This classification is assigned to the Miscellaneous bargaining unit for labor relations purposes and is subject to overtime assignments.

DISTINGUISHING CHARACTERISTICS

This is the entry level clerical accounting classification. The class is distinguished from the II level in one of two ways:

Work is performed under close and continuous supervision and involves a group of closely related duties within established procedures. While a variety of tasks may be assigned, each usually fits a familiar pattern and changes in procedure or exceptions to rules are explained in detail as they arise.

Used as a training class for flexibly staffed positions.

SUPERVISION RECEIVED AND EXERCISED

Immediate supervision is provided by higher level accounting or supervisory positions.

ESSENTIAL FUNCTIONS – Duties may include, but are not limited to, the following:

- Participate in the preparation of accounts payable and accounts receivable, as well as control and account verification of an accounting system.
- Open and close accounts; maintain various ledgers, registers and journals according to established account classifications.
- Audit invoices against purchase orders; verify encumbrances; research discrepancies; approve for payment and post to the proper account.
- Prepare billings and related correspondence for accounts receivable.
- Post bond payments; prepare monthly revenue reports; and reconcile checking accounts.
- May operate cash register and related office equipment in receiving and processing utility bill payments and other City funds; process warrants and City payroll checks, prepare cash balances.
- Audit various claims for payment including those for telephone invoices; prepare for check writing and input to data processing.
- Accept and process applications and payments for utility service and various licenses, permits and fees, including new service and changes in services; explain billing and other regulatory policies and procedures to customers.
- Prepare a variety of financial statements and costs and statistical reports.
- Interpret computer reports.
- Perform various routine clerical duties such as typing and filing.
- Operates word processor and data base software on personal computer or performs data input into mainframe computer.
- Perform related duties as assigned

MINIMUM QUALIFICATIONS

Knowledge of:

- Modern office practices and procedures.
- Business arithmetic and basic accounting record keeping.

Ability to:

- Operate a typewriter, calculator, and other common office machines
- Learn to operate a cash register.

- Keep financial and statistical records.
- Perform basic word processing duties.
- Perform varied clerical work.
- Communicate clearly and concisely, both orally and in writing.
- Understand and carry out oral and written instructions.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Experience:

One year of clerical experience including some financial and statistical record keeping**Education:**

Possession of a High School diploma or G.E.D Certificate.

LICENSE AND/OR CERTIFICATE Possession of a valid California Drivers License in the category necessary to perform essential duties of the position may be required at the time of appointment. Maintenance of a valid California Driver's License is a condition of continued employment.**PHYSICAL REQUIREMENTS**

Maintain the following physical abilities: see well enough to view and work with computer screen for extended periods, read fine print; hear well enough to converse on the telephone in assisting the public with emergency and non-emergency situations; use of hands and fingers for use of answering telephones, computer keyboard, writing and filing.



Council Synopsis

5L
August 13, 2013

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting and endorsing the City Manager's appointment of Michael Cooke to the position of Municipal Services Director effective September 1, 2013, as Dan Madden's retirement will be effective on September 3, 2013

2. DISCUSSION OF ISSUE:

In January of this year the City Council authorized the creation of a temporary Deputy Director position within Municipal Services. The intent of this request was to provide a succession strategy for the Deputy Director position to transition into the Department Director position once the current Director retires. This application process was viewed as the process to find a replacement director for Dan Madden who had announced his intent and desire to retire effective September 3, 2013. Internal recruitment for this position resulted in the selection of Michael Cooke to fill the Deputy Director position.

During the past six months Mr. Cooke has demonstrated the ability to assume the duties of Municipal Services Director. He has also worked collaboratively with the Director in number of areas in order to gain knowledge from the Director related to this position and its responsibilities.

3. BASIS FOR RECOMMENDATION:

Mr. Cooke's performance and qualifications meet and exceed the requirements of the current Municipal Services Director job description. Mr. Cooke is well suited for this position and I am confident he will provide a smooth transition into a critical position within our organization, as well as become a valuable member of our Executive Team.

Strategic Plan Initiative:

- A) Policy Initiative- Effective Leadership
 - Goal 1.C. Hire, develop and retain the best most qualified employees
 - Goal 1.D. Succession planning

Pursuant to the City Strategic Plan, the Department Strategic Plan and the Draft City Succession Policy, this request firmly meets these Plans and Policy initiatives.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact None. Funds are already budgeted for this position within Enterprise Funds 410 and 420.

Budget Amendment

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not appoint the current Deputy Director to this position. This is not recommended as this individual meets the requirements of the position and is familiar with all aspects of the Department, related projects and relationships with other internal and external customers.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AND }
ENDORISING THE CITY MANAGER'S }
APPOINTMENT OF MICHAEL COOKE TO }
THE POSITION OF MUNICIPAL }
SERVICES DIRECTOR EFFECTIVE }
SEPTEMBER 1, 2013, AS DAN MADDEN'S }
RETIREMENT WILL BE EFFECTIVE ON }
SEPTEMBER 3, 2013 }

RESOLUTION NO. 2013-

WHEREAS, in January 2013, the City Council authorized the creation of a temporary Deputy Director position within Municipal Services with the intent of providing a succession strategy for the Deputy Director position to transition into the Department Director position once the current Director retires; and

WHEREAS, internal recruitment for this position resulted in the selection of Michael Cooke to fill the Deputy Director position; and

WHEREAS, during the past six months Mr. Cooke has demonstrated the ability to assume the duties of Municipal Services Director and has worked collaboratively with the Director in a number of areas in order to gain knowledge from the Director related to this position and its responsibilities; and

WHEREAS, in addition to Mr. Cooke's performance and qualifications meeting and exceeding the requirements of the current Municipal Services Director job description, Mr. Cooke is well suited for this position and will provide a smooth transition into a critical position within our organization and become a valuable member of our Executive Team.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept and endorse the City Manager's appointment of Michael Cooke to the position of Municipal Services Director effective September 1, 2013, as Dan Madden's retirement will be effective on September 3, 2013.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

5M

August 13, 2013

From: Roy W. Wasden, City Manager
Prepared by: Ron Reid, Interim Assistant City Manager
Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to sign and mail an amended letter of support to be included with Stanislaus County's application for the State of California's CalRecycle Used Oil Payment Program (OPP) Cycle 4 grant application

2. DISCUSSION OF ISSUE:

On June 11, 2013, Council directed the City Manager to sign and mail a letter of support to be included with the Stanislaus County Department of Environmental Resources (DER)'s application for the CalRecycle Used Oil Payment Program (OPP).

The City Manager acted as directed, however on July 19, 2013, DER requested an amendment to the letter. In addition to the amendment, the letter of support was required in the office of the Stanislaus County DER by July 31, 2013; therefore, authorization was required before the next available Council meeting on August 13, 2013.

The requested amendment to the letter of support was minor in nature. The letter had documented the City of Turlock's support for the "**Stanislaus County, Department of Environmental Resources**" in this effort. The DER requested the letter instead reference support for "**Stanislaus County**" only, with no specific mention of the DER.

Due to the prior direction by Council to sign and mail the letter of support, but with consideration for the timeliness of the document, the City Manager did sign and mail an amended letter of support (attached) with the only substantive change being to delete the reference to the "**Department of Environmental Resources**".

The subsequent information below documents the original purpose of the program and the request for a letter of support that Council reviewed on June 11, 2013.

The California Public Resources Code (PRC), section 48600 et seq. describes the California Oil Recycling Enhancement Act (Act), which among other things, provides up to \$11 million annually to local governments for implementation of local used oil and filter programs. The OPP replaces the Used Oil Block Grant Program (UBG).

The State of California's CalRecycle program recently announced an opening for applications for their OPP Cycle 4 grant. Historically, the DER has applied for and managed the funding for this regional program. In the fiscal 2012-13 grant year, the DER utilized the \$87,000.00 in funding for the development and distribution of regional outreach and education materials, promotion and execution of the July Filter Exchange event and sponsorship and participation in the Green Night with the Modesto Nuts, to name a few accomplishments. This is a resource for the City of Turlock's green programs.

City staff was notified that the DER was applying, again, for the 2013-14 grant year. The application deadline had originally been June 27th, 2013 (when evaluated by Council on June 11, 2013), but that date was extended to July 31, 2013. Stanislaus County DER has reached out to the City of Turlock, and other cities in the region, to partner in the application process. The DER would like to attach letters of support from participating cities for which they represent in this effort.

This staff report is a recommendation to continue support for the OPP Program, by providing the requested letter of support for the OPP Program. The recommendation is also to support the City Manager's mailing of the amended letter of support prior to the August 13, 2013 meeting, due to the timeliness issue.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

- Goal(s):**
- b. 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, such as the Stanislaus County Fair, California State University Stanislaus, and the Turlock Unified School District.
 - Interregional cooperation for the benefit of the City of Turlock and participating agencies and businesses

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The grant award can vary in dollar amount. Also, the dollar amount benefit to the City of Turlock would be based on city to regional population averages. Therefore, we cannot be sure of the total fiscal benefit at this time. Should the award be granted, however, the City would receive some portion of the award through the County DER, as the grant management authority.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

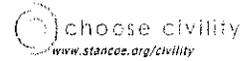
7. ALTERNATIVES:

Council could choose to not participate in the grant application process and decline the amended letter. Should that be the case, staff can notify Stanislaus County to rescind the letter of support.



ROY W. WASDEN
CITY MANAGER
rwasden@turlock.ca.us

OFFICE OF THE CITY MANAGER
ADMINISTRATION



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

July 23, 2013

RE: Letter of Authorization – Used Oil Payment Program (OPP) Cycle 4

To Whom It May Concern:

I am the City Manager of the City of Turlock. I am authorized to contractually bind the City of Turlock. Pursuant to this authority, I hereby authorize Stanislaus County to submit a regional Used Oil Payment Program (OPP) application and act as Lead Agency on behalf of the City of Turlock.

Stanislaus County is hereby authorized to execute all documents necessary to implement and secure payment under the OPP.

Sincerely,

ROY W. WASDEN
City Manager

RWW:RR:smt



LAW OFFICES OF MARK S. NELSON

215 McHENRY AVENUE
MODESTO, CALIFORNIA 95354
TEL: (209) 529-0995
FAX: (209) 529-6207

5N
RECEIVED

JUL 24 2013

**CLAIM AGAINST THE CITY OF TURLOCK
PARKS AND RECREATION DEPARTMENT
CLAIM AGAINST THE PUBLIC EMPLOYEES OF THE CITY OF TURLOCK
PARKS AND RECREATION DEPARTMENT
(Pursuant to Section 910, et. seq., Government Code)**

CITY ATTORNEY

NAME, ADDRESS AND TELEPHONE NUMBER OF CLAIMANT:

Cristina Avalos
1020 Vermont Avenue
Turlock, California 95380
(209) 312-8221

NAME AND ADDRESS OF PERSON TO WHOM ANY NOTICES CONCERNING CLAIM SHOULD BE SENT:

Mark S. Nelson, Esq.
LAW OFFICES OF MARK S. NELSON
215 McHenry Avenue
Modesto, California 95354
Telephone: (209) 529-0995
Facsimile: (209) 529-6207

DATE AND TIME WHEN DAMAGE OR INJURY OCCURRED:

June 22, 2013 at approximately 2:00 p.m.

LOCATION OR OCCURRENCE:

Donnelly Park, 600 Pedras Road, Turlock, California.

CIRCUMSTANCES OF OCCURRENCE.

Claimant was at Donnelly Park in the wooden play area swinging on a blue swing. While swinging forward approximately four feet from the ground, the blue plastic swing seat broke near the center of the seat and she fell to the ground. Claimant attempted to break her fall with her left hand.

Claimant alleges that the City of Turlock Parks and Recreation Department failed to post any signs indicating that the swings were intended for use by children only. The only notice indicating that the swings were intended for use by children only was located on the bottom side of the plastic blue seat.

The claimant contends the City of Turlock Parks and Recreation Department owns the public property on which the dangerous condition existed. The public entity had actual

and/or constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.

Claimant further alleges that public employees, in the discharge of their duty, should have recognized the dangers and remedied said dangers and that the failure to do so was negligence. This occurred within the course and scope of their employment, thus, the City of Turlock is liable as their employer.

DESCRIPTION OF LOSS, DAMAGE OR INJURY.

Claimant sustained fractures to two fingers on her left hand.

NAME(S) OF CITY EMPLOYEE(S) CAUSING INJURY, DAMAGE OR LOSS IF KNOWN.

Unknown at this time.

AMOUNT CLAIMED AT PRESENT INCLUDING, ESTIMATED AMOUNT OF ANY PROSPECTIVE LOSSES.

This action will be pursued in the Superior Court and will not be a limited civil case. We do not state an amount in the claim because the amount of the claim exceeds that amount set forth in Government Code Section 910(f).

NAME(S) AND ADDRESS(ES) OF WITNESS(ES), DOCTOR(S), AND/OR HOSPITAL(S).

Those persons listed in the Turlock Police Department Incident Report, a copy of which is attached hereto and incorporated herein by reference.

American Medical Response
Emanuel Medical Center, Delbon Avenue, Turlock, California
Turlock Radiology, Turlock, California
Amanda Cruz, M.D., Delbon Avenue, Turlock, California
Dr. Mohammad Imbrahim, Scenic Drive, Modesto, California
Doctors Medical Center, Modesto, California

Dated: July 16, 2013

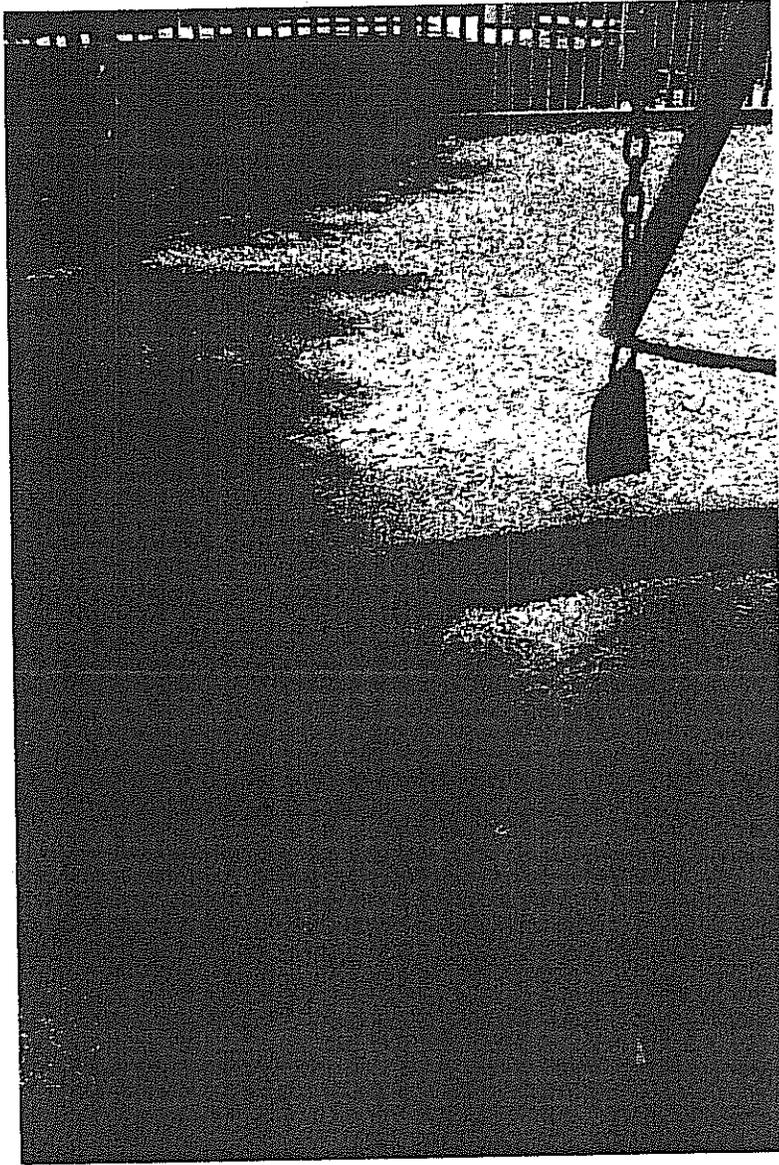
LAW OFFICES OF MARK S. NELSON

By: _____

MARK S. NELSON, ESQ.
Attorney for Claimant

CLAIM TO BE DELIVERED TO:

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





Council Synopsis

50

August 13, 2013

From: Diana Lewis, Technical Services Manager

Prepared by: Diana Lewis, Technical Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the sole source procurement of Brocade Switches from Terabit Systems, LLC, in the amount of \$48,996.08 from Fund 305-40-441.51270 without compliance to the formal bid procedure

2. DISCUSSION OF ISSUE:

All Computers, servers, printers and phones communicate through network switches. In 2010 the City of Turlock replaced all switches due to the equipment failure and in anticipation of the new Public Safety Facility we purchased equipment to meet the new facility needs that would be compatible. The Public Safety Facility is now ready for the new equipment and we have secured a sole source quote for such. Terabit Systems is extending government pricing to us.

3. BASIS FOR RECOMMENDATION:

This is necessary equipment in order for the new Public Safety Building to communicate through phones and network.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact of \$48,996.08

Already Budgeted in line 305-40-441.51270

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The City of Turlock Public Safety departments would not be able to communicate with any internal, outside agencies or the public if this motion is denied.

Terabit Systems, LLC
 2565 3rd Street
 Suite #218
 San Francisco, CA 94107
 415-230-4353
 www.terabitsystems.com



Quote

Date	Quote #
7/3/2013	4110

Name / Address
City of Turlock Carlo Grossman 156 S Broadway #116 Turlock CA 95380 209.668.5542 ext 1314

Rep
CH

Item	Description	Qty	Cost	Total
ICX6430-48	48-port 1G Switch, 4 x 1G SFP Uplink/Stacking Ports	12	1,075.00	12,900.00T
ICX6430-48P	48-port 1G Switch PoE+ 390W, 4 x 1G SFP Uplink/Stacking Ports	10	1,575.00	15,750.00T
E1MG-SX-OM-8	1000Base-SX SFP optic 8 Pack, MMF, LC connector, Optical Monitoring Capable	2	1,590.00	3,180.00T
E1MG-SX-OM	1000Base-SX SFP optic, MMF, LC connector, Optical Monitoring Capable	1	220.00	220.00T
ICX6400-EPS1500	ICX 6430/6450 1500 EXTERNAL POWER SUPPLY	9	630.00	5,670.00T
FCX-2XG	2-port 10GbE XFP module for FCX-S SKUs	2	755.00	1,510.00T
10G-XFP-LR	Foundry 1310nm serial pluggable XFP optic (LC) for up to 10km over SMF	4	1,155.00	4,620.00T
1G-SFP-TWX-0101	DIRECT ATTACHED 1G SFP COPPER CABLE, 1M, STACKING CABLE	20	60.00	1,200.00T
1G-SFP-TWX-0501	DIRECT ATTACHED 1G SFP COPPER CABLE, 5M, STACKING CABLE	2	105.00	210.00T
manufacturers	Item is NEW; Manufacturers warranty applies.		0.00	0.00T
Shipping	Shipping & handling charges Turlock Sales Tax - Stanislaus County, CA		285.00 7.625%	285.00 3,451.08

Total \$48,996.08

Phone #	Fax #	E-mail
415-230-4353	415-648-6012	accounting@terabitsystems.com



Council Synopsis

8A
August 13, 2013

From: Roy Wasden, City Manager

Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the relocation of the Brandon Koch Memorial Skate Park to Donnelly Park contingent upon all State of California and Planning approvals

2. DISCUSSION OF ISSUE:

At the July 10, 2013 Parks, Recreation and Community Programs Commission Meeting a public hearing was held to discuss the proposed relocation and redesign of the Brandon Koch Memorial Skate Park. As a result of the impending sale of the current Public Safety Facility located at the 900 N. Palm , Staff explained the need to relocate the Brandon Koch Memorial Skate Park because the skate park is located on the same parcel. The Brandon Koch Memorial Skate Park is a very popular amenity, used by many in our community. Since the skate park was established over eight years ago, the City has learned much about the oversight and management of this particular type of amenity. That experience tells us that having the necessary support features is critical to the successful management of the skate park. Restroom facilities, adequate parking and outdoor seating are examples of these support features. As a result, staff is recommending Donnelly Park because it can provide these features and is currently the only community park with adequate space for the amenity. It is important to note that this type of amenity is intended for Community Parks and would be a more appropriate fit for Donnelly Park based on our Parks Master Plan.

Staff mailed out public notices to all residents within 1000 ft. of the proposed project location. Approximately 25 community members were in attendance at the public hearing with the majority being in favor of the proposal. The main concerns were that the park continue to be designated the "Brandon Koch Memorial Skate Park" and that traffic safety concerns be evaluated for users traveling on foot to and from the skate park. Several individuals expressed

excitement about the opportunity to update and revamp the existing skate park elements. Staff also received 9 written/verbal responses of the approximately 500 letters that were mailed out. (8 written and 1 verbal) (3 for and 5 against). Those in favor of the idea cited the need for positive activities for youth in our community, its proximity to the transit center making it more accessible to the entire community and the fact that restrooms and parking would be available. Those not in favor expressed concerns including vandalism, crime, noise, impact on other amenities, increased traffic, bird droppings, foul language and homeless sleeping in the park. While not all of the concerns were necessarily directly related to the skate park relocation, staff is sensitive to these issues and views it as important feedback. It is our intent to work with the neighborhoods to mitigate these issues and to coordinate with our police department to address these concerns.

There was also a concern about the loss of open park space in the Starr Ave. neighborhood. Staff explained the City is required to replace the existing park space with a comparable amount of park acreage as part of the City's park inventory plan. State Law requires that, whenever public property is sold, the Planning Commission and City Council make a formal finding of conformity with the General Plan. The Skate Park is one of the parks identified in the new General Plan and, as such, would need to be replaced to maintain the General Plan service levels. Because the park land is being sold, park fees from new development cannot be used to acquire the replacement park land. Other sources of funding would need to be identified. Staff is evaluating several locations within the area and will be working with the Parks, Recreation and Community Programs Commission to develop a strategy to replace the park land for Council's consideration at a future meeting.

Ultimately, the Commission approved the proposed relocation of the Brandon Koch Memorial Skate Park to Donnelly Park as a recommendation to Council. The Commission also approved establishing a design committee consisting of one Commissioner, Staff and ten (10) community members to work on the new skate park design. If the Council approves the relocation, staff will immediately begin working on retaining a professional design services contractor which will then meet with the committee to develop design options. It is staff's intent to minimize the amount of time the community is without a usable skate park facility. If approved, it is estimated the existing facility will be closed in November 2013 and will be reopened in April 2014.

3. BASIS FOR RECOMMENDATION:

- A) This project meets the objective set forth in the City Council's Strategic Plan. Policy Initiative Community Programs, Facilities and Infrastructure: Goal a-iv) Community Infrastructure: Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

A portion of the real estate sale proceeds, not to exceed the appraised value of \$240,000, will be used to relocate, redesign and rebuild the Brandon Koch Memorial Skate Park at Donnelly Park. The total project budget will be approved as part of the capital project's total costs.

The cost of replacing the park land portion of the skate park is unknown at this time. Park development impact fees cannot be used to purchase the replacement park land.

Budget Amendment

None

5. CITY MANAGER'S COMMENTS:

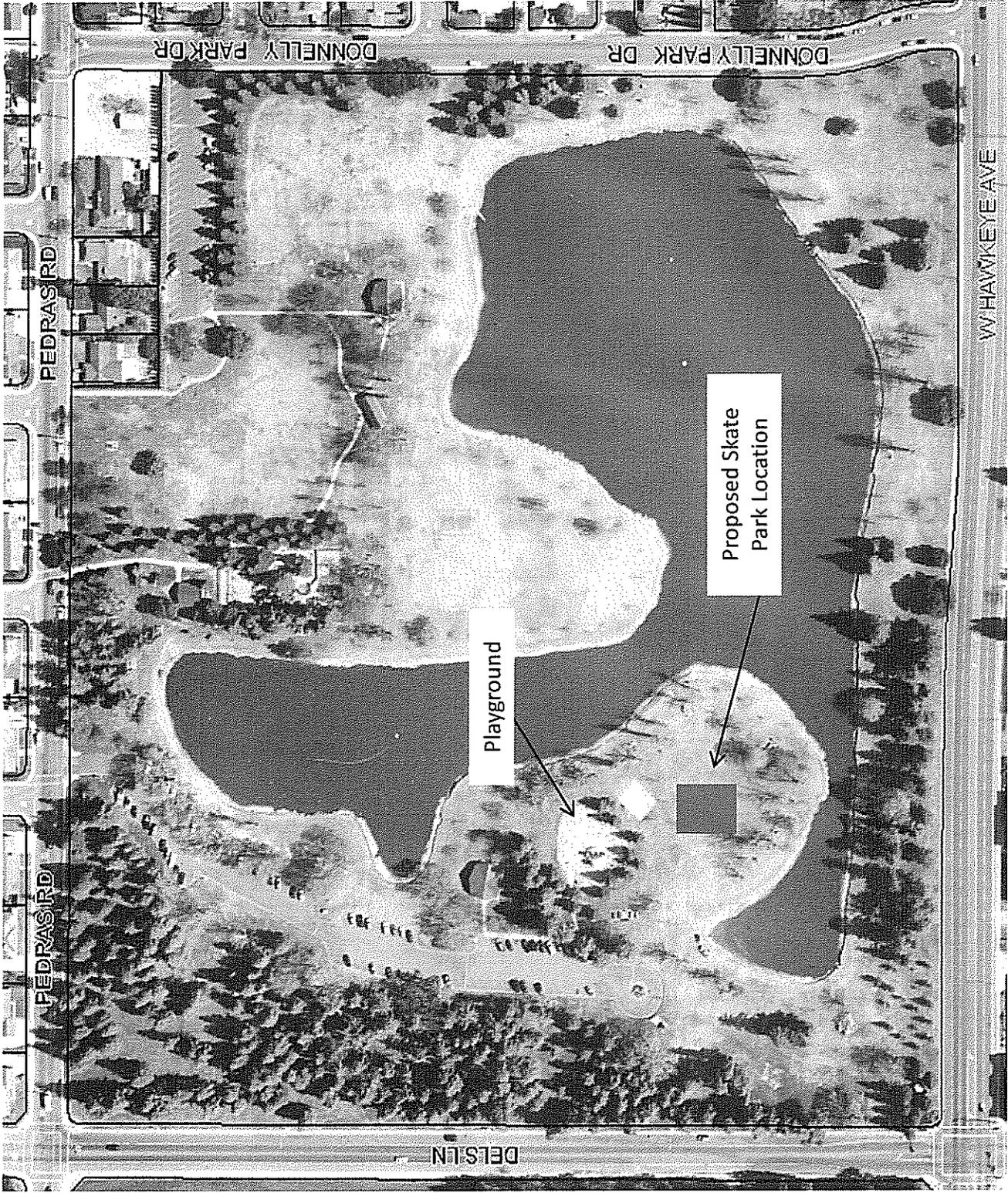
Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. The City Council may elect to not approve the relocation of the Brandon Koch Skate Park to Donnelly Park; however this may impact the sale of the 900 N. Palm property.



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
RELOCATION OF THE BRANDON KOCH }
MEMORIAL SKATE PARK TO DONNELLY }
PARK CONTINGENT UPON ALL STATE OF }
CALIFORNIA AND PLANNING APPROVALS }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the 900 N. Palm parcel will be sold to finance the new public safety facility; and

WHEREAS, the Brandon Koch Memorial Skate Park is located on the same parcel; and

WHEREAS, the Brandon Koch Memorial Skate Park must be relocated; and

WHEREAS, staff has identified Donnelly Park as the best location given its size and supporting amenities; and

WHEREAS, the Parks, Recreation and Community Programs Commission has recommended Council consider the relocation of the Brandon Koch Memorial Skate Park to Donnelly Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the relocation of the Brandon Koch Memorial Skate Park to Donnelly Park contingent upon all State of California and Planning approvals.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

August 13, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to prepare a budget amendment to contract for a Fiscal Impact Analysis reexamining the existing public service mitigation fee (Community Facilities District #2)

2. DISCUSSION OF ISSUE:

In 2004, the City of Turlock established Community Facilities District (CFD) #2 to raise revenue to mitigate the public service impacts of new development. Although originally enacted as part of the Northeast Turlock Master Plan, the fee applies Citywide and becomes a condition of approval for all new development within the City requiring approval of a legislative act. The level of the fee was determined through a Fiscal Impact Analysis prepared by Economic Planning Systems, the consultant the City has retained on an annual basis to perform economic studies of this type. At that time, the Analysis found that it cost more to provide public safety and park maintenance services to new residential development than the taxes generated.

The existing CFD #2 was phased in over the past 10 years. The maximum annual assessment for a single family residential unit started at \$400 for the first three years of the District (first year is 2005-06 fiscal year), then increased to \$500 for the next three years, and now sits at \$600 per year. Beginning in the 2014-15 fiscal year, the \$600 annual assessment will increase by 2% annually. Due to the rising costs of providing public services, the City finds itself once again in the position that the cost of providing public services is outstripping the tax revenue it receives.

The new General Plan identifies the need to reexamine the CFD fee schedules:

- Policy 10.4-v of the new General Plan states the City will "Undertake a reexamination of the present Capital Facility Fees and Community Facility District fee schedules to reflect changes in Public Safety facility needs identified in this Plan."

- Policy 10.4-w states that "When preparing master plans, (the City will) assess the ability of the Police Department to maintain service levels, and identify strategies to mitigate potential service impacts" by ensuring that "funding mechanisms are updated to provide adequate funding of required facilities, equipment, apparatus, and services."

This reexamination would occur through the preparation of a new Fiscal Impact Analysis document. The estimated cost to prepare this document is \$25,000. Once prepared, if the City Council decides to establish a new CFD for public services, staff recommends that specialized legal services be secured to advise the City on the formation of the CFD. It is estimated that these services would cost approximately \$15,000. The total cost to implement a new CFD would be approximately \$40,000. Currently, CFD #2 generates approximately \$450,000 of additional revenue to pay for services otherwise funded through the General Fund.

Although the existing CFD#2 does allow for administration costs to be paid from the revenues received, no funds are set aside to review the adequacy of the fee schedule. In order to proceed with this study, funds would have to be allocated from the General Fund Reserve.

Staff is seeking direction from the City Council to proceed with the preparation of a budget amendment and to prepare a service request for Economic Planning Systems to prepare the Fiscal Impact Analysis for consideration by the City Council at a future meeting. The legal professional services would not be retained until it is determined by the City Council that a new CFD is required.

3. BASIS FOR RECOMMENDATION:

A. The new General Plan, adopted in September 2012, calls for the City to update the fee schedules in CFD #2:

- Policy 10.4-v of the new General Plan states the City will "Undertake a reexamination of the present Capital Facility Fees and Community Facility District fee schedules to reflect changes in Public Safety facility needs identified in this Plan."
- Policy 10.4-w states that "When preparing master plans, (the City will) assess the ability of the Police Department to maintain service levels, and identify strategies to mitigate potential service impacts" by ensuring that "funding mechanisms are updated to provide adequate funding of required facilities, equipment, apparatus, and services."

B. The Strategic Plan includes actions to establish a new CFD to mitigate the public service impacts of new development:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

- Goal(s):**
- b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
 - d. Create a balanced, sustainable budget within thirty-six (36) months.

ACTIONS: *Council*

- a. Adopt a new Community Facilities District to ensure adequate funding of ongoing costs of providing police, fire and park maintenance services.

ACTIONS: *Staff*

- a. Prepare a new Community Facilities District proposal for consideration by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: If approved, approximately \$40,000 will be required to pay for the cost of the Fiscal Impact Analysis (estimated at \$25,000) and legal professional services (estimated at \$15,000). The only source of funding available to pay for this work is the General Fund Reserve.

Budget Amendment: A budget amendment will be required to finance this effort.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This decision does not constitute a "project" under the California Environmental Quality Act. Pursuant to Section 15060(c)(1), this decision will not result in a direct or reasonably foreseeable indirect physical change in the environment.

7. ALTERNATIVES:

Do not direct staff to move forward with establishing a new CFD. Staff does not recommend this option due to the shortfall that is created in the current General Fund Budget to pay for the cost of police, fire and park maintenance services.



Council Synopsis

8C
August 13, 2013

From: Roy W. Wasden, City Manager

Prepared by: Dan Madden, Municipal Services Director
Michael Cooke, Deputy Director of Municipal Services

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Utilizing the services of Dan Madden on a part-time basis for the purpose of assisting staff in the continued negotiation and development of major water and sewer related projects, including but not limited to North Valley Regional Recycled Water Project, City of Turlock/Del Puerto Water District Wheeling Agreement, Regional Surface Water Supply Project, Harding Drain Bypass Project, RWQCF expansion, and ongoing NPDES permit negotiations

2. DISCUSSION OF ISSUE:

As Council is aware, Municipal Services Director, Dan Madden is retiring effective September 3, 2013. Mr. Madden has been involved in a number of major projects since inception and holds a great deal of insight and knowledge of these projects. Additionally, Mr. Madden possesses a wealth of institutional knowledge regarding regulatory requirements related to water and sewer infrastructure and can provide valuable insight and assistance, while newer managerial staff develops similar skill sets and knowledge specific to Turlock.

Recent changes to the California Public Employee Retirement System (CALPERS), requires that a retiree serve a 180 day wait period prior to being allowed to work for a CALPERS agency with the following exceptions:

Government Code TITLE 1. DIVISION 7. MISCELLANEOUS [6000. - 7598.]
CHAPTER 21. Public Pension and Retirement Plans 7522.56

(f) A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

(1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

(2) The state employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed state employment position before 180 days has passed and the appointment has been approved by the Department of Human Resources. The department may establish a process to delegate appointing authority to individual state agencies, but shall audit the process to determine if abuses of the system occur. If necessary, the department may assume an agency's appointing authority for retired workers and may charge the department an appropriate amount for administering that authority.

3) The retiree is eligible to participate in the Faculty Early Retirement Program pursuant to a collective bargaining agreement with the California State University that existed prior to January 1, 2013, or has been included in subsequent agreements.

(4) The retiree is a public safety officer of firefighter.

For the purposes of this discussion the applicable exception is 7522.56 (f) (1).

Additionally, CALPERS Publication 33, stipulates certain conditions must all be met in order for an appointment to move forward. These are:

Appointee has specialized skills needed to perform work of limited duration or the employment is needed during an emergency to prevent stoppage of public business.

Temporary employment will not exceed 960 hours in a fiscal year (July 1st through June 30th).

The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate.

Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

Funding for this appointment is provided within Enterprise Funds 410 and 420, Part Time staff. Due to Mr. Madden's qualifications and guidance provided by CALPERS rules, staff recommends Mr. Madden receive an hourly rate of \$50.00. This is based upon Public Pension and Retirement Plans 7522.56 (d) and CALPERS Publication 33 "The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate." Staff positions performing these similar duties are limited to the Department Director and the Regulatory Affairs Manager. The average of Step 3 pay range in these respective positions is \$9,641.50/month divided by 173.333 equals \$55.62/hour.

3. BASIS FOR RECOMMENDATION:

The Municipal Services Department is working on two significant, long-term infrastructure projects and both are in critical phases of development, specifically the North Valley Regional Recycled Water Project and the Regional Surface Water Supply Project. Both of these projects are important to the long-term economic development objectives of the community.

Mr. Madden possesses valuable skills related to the coordination, collaboration, institutional knowledge, and technical knowledge needed for the eventual completion of these major infrastructure projects. In particular, Mr. Madden has developed cooperative working relationships with key state regulators and state and federal elected officials whose regulatory and (potential) financial support will be essential if these projects are to proceed. Further, Mr. Madden has developed important relationships with local partners on the projects.

Additionally, his knowledge of treatment systems and the regulatory requirements surrounding these systems will provide valuable knowledge, insight, and assistance while newer staff develops similar skill sets and knowledge. For instance, the City has a Time Schedule Order for its NPDES (wastewater) Permit and the terms of the City's next NPDES, if they are to be favorable to the City and its ratepayers this will require careful negotiation. Mr. Madden has significant experience in this matter.

Finally, the Municipal Services Department is in a state of transition with the addition of two Division Managers on August 1, 2013. Mr. Madden's vast technical, regulatory, and institutional knowledge will be an asset over the next few months as the Municipal Services Department's management team coalesces and develops effective working relationships.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

- Goal(s):**
- b. 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, such as California State University Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed \$48,000 during any Fiscal Year. Funding is available within the Sewer Enterprise Fund 410.51.530.41002 and Water Enterprise Fund 420.52.550.41002. CALPERS requirements and City policy: part time staff can work no more than 960 hours per FY.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not utilize the services of Mr. Madden on a part-time basis. This alternative is not recommended as it may hinder the advancement of the North Valley Regional Recycled Water Program as well as the Regional Surface Water Supply Project. Both of these projects have been in the planning stages for some time and are important pieces of the City's economic development strategy.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF UTILIZING THE }
SERVICES OF DAN MADDEN ON A }
PART-TIME BASIS FOR THE PURPOSE }
OF ASSISTING STAFF IN THE CONTINUED }
NEGOTIATION AND DEVELOPMENT OF }
MAJOR WATER AND SEWER RELATED }
PROJECTS, INCLUDING BUT NOT LIMITED }
TO NORTH VALLEY REGIONAL }
RECYCLED WATER PROJECT, CITY OF }
TURLOCK/DEL PUERTO WATER }
DISTRICT WHEELING AGREEMENT, }
REGIONAL SURFACE WATER SUPPLY }
PROJECT, HARDING DRAIN BYPASS }
PROJECT, RWQCF EXPANSION, AND }
ONGOING NPDES PERMIT NEGOTIATIONS }
_____ }

RESOLUTION NO. 2013-

WHEREAS, Municipal Services requests authorization to utilize the services of Dan Madden on a part time basis to assist staff in the continued negotiation and development of major water and sewer related projects; and

WHEREAS, recent changes to the California Public Employee Retirement System (CALPERS), requires that a retiree serve a 180 day wait period prior to being allowed to work for a CALPERS agency with the following exceptions; and

WHEREAS, pursuant to Government Code TITLE 1. DIVISION 7. MISCELLANEOUS [6000. - 7598.] CHAPTER 21. Public Pension Retirement Plans 7522.56 (f)(1 - 4), section 7522.56 (f)(1) serves as the applicable exception for this request: "The employer certifies the nature of this employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar."; and

WHEREAS, CALPERS Publication 33 stipulates certain conditions must all be met in order for an appointment to move forward. These conditions are:

Appointee has specialized skills needed to perform work of limited duration or the employment is needed during an emergency to prevent stoppage of public business.

Temporary employment will not exceed 960 hours in a fiscal year (July 1st through June 30th).

The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate.

Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and

WHEREAS, Dan Madden possesses valuable skills related to the coordination, collaboration, institutional knowledge, and technical knowledge needed for the ongoing development and eventual completion of these major infrastructure projects; and

WHEREAS, Dan Madden's knowledge of treatment systems and the regulatory requirements surrounding these systems will provide valuable knowledge, insight, and assistance while newer staff develops similar skill sets and knowledge; and

WHEREAS, Dan Madden's vast knowledge will be an asset over the next few months as the Municipal Services Department's management team transitions with the addition of two division managers on August 1st; and

WHEREAS, funds are available and allocated for these services within Enterprise Funds 410-51-530.41002 and 420-52-550.41002.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the utilization of the services of Dan Madden on a part-time basis for the purpose of assisting staff in the continued negotiation and development of major water and sewer related projects.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of August, 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

80

August 13, 2013

From: Roy W. Wasden, City Manager

Prepared by: Ron Reid, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor and City Manager to provide letters to the CVB and Chamber of Commerce in support of an application to host a stage event for the 2014 Amgen Tour of California

2. DISCUSSION OF ISSUE:

The largest cycling event in America, the Amgen Tour of California, is a weeklong Tour de France-style cycling road race. The race is presented by AEG Sports and has attracted a worldwide following. The ninth presentation of the race will be May 11-18, 2014.

The 2014 Amgen Tour of California is expected to draw more than two million spectators and will be featured on numerous international sports media outlets. The race has historically attracted the best field of international and domestic professional cycling teams assembled for a U.S. stage race. The cyclists will compete over a challenging, nearly 750-mile course.

Over the course of eight days, the race management partners with fourteen Host Cities for official stage starts, finishes, and official activities. Prior examples of Host Cities have included such locations as Santa Rosa, San Francisco, Santa Cruz County, San Jose, Livermore, Sonoma, Clovis, Bakersfield, Palmdale, Big Bear Lake, Ontario, Mt. Baldy, Beverly Hills and Los Angeles, drawing massive crowds throughout. Broadcasted live in HD on NBC and NBC Sports Networks, the 2013 race was seen in 216 countries and territories worldwide through more than 28 hours of coverage.

The Amgen Tour of California has been included in a broadcast partnership with French media group "Amaury Sports Organisation" (ASO), that represents the "Tour de France" and "Vuelta a España" cycle road races. In years past, and expected for years to come, ASO has brought its television production team to California to film the entire race in full HD.

The creator, owner, and producer of the Amgen Tour of California is California-based sports and entertainment presenter AEG Sports. Management and cycling specialists Medalist Sports serves as the logistical arm of the race, with California-based Amgen serving as the event's title sponsor. All three of these race partners have held these roles since the inception of the Amgen Tour of California in 2006.

AEG remains committed to presenting the Amgen Tour of California as a free sporting event that is dedicated to promoting the great sport of road cycling, healthy living and bicycle safety. AEG is also committed to the local communities that host the race as a means of increasing tourism and economic development throughout the state of California, as well as educating Californians and enthusiasts worldwide about maintaining a healthy lifestyle.

The Tour provides a powerful platform to gain worldwide exposure, create economic impact and provide priceless experiences for local residents, supporters and dignitaries.

3. BASIS FOR RECOMMENDATION:

- A. The Amgen Tour of California solicits cities to apply for the stage event. Not all cities are asked to apply and the event coordinators change the race route every year. Turlock has been approached to apply for a stage in the Amgen event. This exciting opportunity will provide a platform for Turlock to showcase our great local businesses and wonderful community.
- B. Turlock has become a sport destination city supported by our City sponsored sports venues and the California State University's sporting events such as the NCAA track and field events and the regional ASA baseball tournaments as examples. The Amgen Tour event would add to Turlock's list of hosted premier sporting events while creating a boom to our local economy.

Strategic Plan Initiative: E. ECONOMIC DEVELOPMENT

- 1) **GOALS:**
 - a. Create and sustain value-added economic development
 - b. Generate job creation and retention
 - c. Enhance revenue
 - d. Create diversity of opportunity for business and community development

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The fiscal impacts or benefits to the City are not yet known. There would potentially be both direct and indirect costs associated with street closures, added public safety personnel, event planning, and clean up. In order to host a stage of the Amgen event, there is a required community investment of \$75,000 to \$100,000. These funds would come from private sponsorships and community donations.

According to the Turlock CVB, fiscal benefits are a 3:1 return on investment (ROI) for a "Start" city and a 6:1 ROI for a "Finish" city. These estimates have not been verified.

Budget Amendment

A mid-year budget amendment may be required, if Turlock is awarded as a host city. This will be evaluated as the planning process proceeds

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

The Council could choose not to support the application to host a Starting or Finishing stage in the 2014 Amgen Tour of California event.



**Council
Synopsis**

August 13, 2013

From: Roy W. Wasden, City Manager

Prepared by: Ron Reid, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City of Turlock to join the FigTREE PACE Program; authorizing the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Turlock; and authorizing related actions

Resolution: Approving associate membership by the City of Turlock in the California Enterprise Development Authority and authorizing and directing the execution of an associate membership agreement relating to associate membership of the City in the Authority

Resolution: Consenting to the inclusion of properties within the City's jurisdiction in the California HERO program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement related thereto

Resolution: Authorizing the City of Turlock to join the CaliforniaFIRST Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing related actions

Motion: Authorizing the City Manager to execute any and all necessary documents including, but not limited to, any JPA agreements or amendments to any JPA agreements to implement the FigTREE, California HERO, and CaliforniaFIRST Property Assessed Clean Energy (PACE) programs in the City of Turlock

2. DISCUSSION OF ISSUE:

Council had previously directed staff to investigate the possibility of the City of Turlock being able to offer Property Assessed Clean Energy (PACE) benefits to our community. Staff updated Council on January 22, 2013.

In summary, staff learned that Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29"). The legislation authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property.

The financing is paid back via assessments on the property owners' property taxes. Because the financing is "attached" to the property and not the property owner, the financing remains with the property through any change of ownership. Therefore, the renewable energy equipment becomes an asset to the property with an established value; any new property owner absorbing the cost of the enhancements but realizing the energy efficiencies, and therefore savings, associated with the renewable energy sources.

PACE financing can be offered to commercial and/or residential property owners. Residential property owners, though, could face issues with FHFA financing conflicts that are being considered in several court cases, in several states. The conflict arises as PACE assessments are held senior to FHFA assessments. Since commercial properties do not qualify for FHFA financing, there is no conflict on the commercial/business side.

The PACE program offers financing supported by equity in the respective property upon which the renewable energy equipment would be installed, but again that assessment would be senior to FHFA assessments. This caveat has led to multiple court cases considering the legality of such senior assessments. The courts are still evaluating the assessment processes and the challenges are expected to continue for an extended period of time.

Not only are there court concerns with residential property owners who maintain FHFA financing, but the City of Turlock currently offers low interest CDBG Rehab Program financing that could better serve low or moderate income customers. Again, there is no such conflict with commercial/business properties.

The City's obligation in the PACE process is to merely opt into one or more Joint Powers Agreements (JPA's), creating a land secured financing district. Opting

into more than one would allow an open market system, better ensuring fair and equitable pricing.

The California HERO Program was introduced in 2012 and has approved over \$259 million in applications, funding over \$64 million in projects. The Program was developed as a turnkey program to save California jurisdictions time and resources in developing standalone programs. Jurisdictions only need to adopt the resolutions accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program to begin the process.

If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by the joint powers authority Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

The FigTREE Program. FigTREE is represented by the California Enterprise Development Authority ("CEDA"), a joint powers authority formed by the California Association for Local Economic Development ("CALED"). FigTREE's PACE and Job Creation Program offers renewable energy resources with no up-front costs. CALED was formed in 1980 and has grown to over 700 members, representing cities, counties, state and federal agencies, economic development corporations, and the private sector. FigTREE-financed projects in California have accounted for more than \$1.5 million since the company was founded in late 2011

The CaliforniaFIRST Program is represented by California Communities and is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of California Communities include all 58 counties and more than 400 other local agencies throughout California. Turlock is already a member agency.

If a property owner chooses to participate, the improvements will be financed by the issuance of bonds by California Communities. California Communities will levy "contractual assessments" on the owner's property to repay the portion of the bonds issued to finance the improvements on that property. California Communities operates through Renewable Funding LLC who provides administration and coordination of financing for the program.

Of Benefit to the Property Owner:

- **Eligibility:** In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements

or electric vehicle charging infrastructure may not be available. As such, many property owners do not otherwise have viable options available to them to lower their utility bills.

- Savings: Energy prices continue to rise and selecting an energy efficient, water efficient and/or renewable energy program could lower utility bills.
- 100% voluntary. Property owners can choose to participate in the program at their discretion.
- Payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. The property owner can choose to pay off the assessments at any time, in most cases without prepayment penalties.
- Customer oriented program. Part of the success of the program is the prompt customer service.

Of Benefit to the City:

- Increase in local jobs – promotion of local business.
- An increase in housing prices (higher efficient homes generally appraise for and sell for more money).
- An increase in sales, payroll, and property tax revenue as contractors buy, sell, and supply materials and services.
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All assessment administration, bond issuance, and bond administration functions are handled by the representative PACE Program providers.
- The City can provide access for its property owners to the PACE Programs without the higher staff costs that an independent program established by the City would otherwise require.
- The City's goals in reducing Global Greenhouse Gas (GHG) emissions would be enhanced.

The PACE program does not subject the City to any financial impacts. Allowing PACE financing in our community could offer property owners the ability to install renewable "green" energy resources in a fashion that would provide financial benefits over time. In addition, the market would promote new and enhanced local businesses and, in turn, jobs related to the renewable energy field (solar, water, contracting, building, etc.).

The proposed resolutions attached enable the FigTREE, California HERO, and CaliforniaFIRST Programs to be available to owners of property within our City while approving amendments to the respective JPA's. This will add the City of

Turlock as an associate member to the JPA's, allowing the JPA's to interact with and fund property owners.

Should the City of Turlock request to withdraw from one or more of the JPA's, the City can do so by passing a resolution rescinding the authorization. The City has the option of authorizing funding to both residential and commercial property owners, but also has the option of authorizing only one or the other.

Given the concerns discussed above, staff recommends Council approve the establishment of the PACE program for non-residential properties within the boundaries of the City of Turlock. At Council's discretion, the residential program can be established at some time in the future, yet to be determined. The resolutions attached provide for this recommended phased approach, with the ability to "turn on" the residential side when Council so desires.

Before Council are four resolutions required to amend two JPA's and enter into agreements with the three identified PACE Programs, and a motion authorizing the City Manager to sign necessary agreements and amendments to agreements as necessary to implement the PACE programs.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative E. ECONOMIC DEVELOPMENT

Goal(s): b. Generate job creation and retention.

Strategic Plan Initiative E. ECONOMIC DEVELOPMENT

Goal(s): d. Create diversity of opportunity for business and community development.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

There is no fiscal impact to the City's general fund incurred by consenting to have the properties within the City limits included in the California HERO, FigTREE, and CaliforniaFIRST Programs. All administrative costs are covered through administrative fees included in the property owner's voluntary contractual assessment, as collected on the property owner's tax bill.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

As this type of program is specifically geared to "green" projects. The application of such a program would lessen the carbon footprint of the properties that take advantage of the funding, further reducing Greenhouse Gas Emissions.

7. ALTERNATIVES:

- A. Council could authorize both residential and non-residential PACE financing at this time, without phasing in residential.
- B. Council could decline to authorize PACE financing for both residential and commercial financing.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CITY OF TURLOCK TO JOIN THE FIGTREE }
PACE PROGRAM; AUTHORIZING THE }
CALIFORNIA ENTERPRISE DEVELOPMENT }
AUTHORITY TO CONDUCT CONTRACTUAL }
ASSESSMENT PROCEEDINGS AND LEVY }
CONTRACTUAL ASSESSMENTS WITHIN }
THE TERRITORY OF THE CITY OF TURLOCK; }
AND AUTHORIZING RELATED ACTIONS }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority, comprised of cities and counties in the State of California, including the City of Turlock (the "City"); and

WHEREAS, CEDA has adopted the FIGTREE Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "FIGTREE PACE"), to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property within its jurisdiction ("Participating Property Owners") to participate in FIGTREE PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for FIGTREE PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with FIGTREE PACE; and

WHEREAS, to protect the City in connection with operation of the FIGTREE PACE program, FIGTREE Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, based upon such authorization as provided in the Participation Agreement, a copy of which is attached hereto as Exhibit B, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with FIGTREE PACE.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock, as follows:

Section 1. On the date hereof, the City Council hereby finds and determines that the issuance of Bonds by CEDA in connection with FIGTREE PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 2. In connection with FIGTREE PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with FIGTREE PACE.

The City Council hereby approves the Participation Agreement between the City and CEDA in the form attached hereto. The City Council hereby authorizes the City Manager to execute the Participation Agreement with such changes as the City Manager deems appropriate in order to commence the FIGTREE PACE program within the jurisdiction of the City.

Section 3. Pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for FIGTREE PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for FIGTREE PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with FIGTREE PACE: Roy W. Wasden, City Manager, RWasden@Turlock.ca.us.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by CEDA in accordance with the Program Report to implement FIGTREE PACE for Participating Property Owners.

Section 6. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to FIGTREE Energy Resource Company.

Section 8. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

PASSED AND ADOPTED this 13th day of August, 2013 by the following vote, to wit:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Roy W. Wasden
City Manager

ATTEST:

Kellie E. Weaver, City Clerk

Approved as to Form:

Phaedra A. Norton, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING	}	RESOLUTION NO. 2013-
ASSOCIATE MEMBERSHIP BY THE CITY OF	}	
TURLOCK IN THE CALIFORNIA ENTERPRISE	}	
DEVELOPMENT AUTHORITY AND	}	
AUTHORIZING AND DIRECTING THE	}	
EXECUTION OF AN ASSOCIATE	}	
MEMBERSHIP AGREEMENT RELATING TO	}	
ASSOCIATE MEMBERSHIP OF THE CITY IN	}	
THE AUTHORITY	}	
<hr style="border: 0.5px solid black;"/>		

WHEREAS, the City of Turlock, California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "Authority") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and the Authority is attached; and

WHEREAS, the City is willing to become an Associate Member of the Authority subject to the provisions of the Associate Membership Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock, hereby finds, determines and declares as follows:

Section 1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form,

with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

Section 4. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 13th day of August, 2013, by the following vote, to wit:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Roy W. Wasden
City Manager

ATTEST:

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

APPROVED AS TO FORM:

Phaedra A. Norton
City Attorney

**CERTIFICATE OF CLERK OF THE CITY COUNCIL
CITY OF TURLOCK**

I, Kellie E. Weaver, Clerk of the City of Turlock, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of Turlock duly and regularly held in the Council Chambers, 156 S. Broadway, on the 13th day of August, 2013, of which meeting all of the members of said City Council had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate this 13th day of August, 2013.

Kellie E. Weaver
City Clerk
City of Turlock

EXHIBIT A

ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

and the

CITY OF TURLOCK, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this “Associate Membership Agreement”), dated as of the 13th of August, 2013, by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the “Authority”) and the CITY OF TURLOCK, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the “City”);

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a “Member” and collectively, the “Members”), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the “Agreement”), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an “Associate Member”); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City. Under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City or the other members of the Authority.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY**

By: _____
Gurbax Sahota, Chair
Board of Directors

Attest:

Michelle Stephens, Asst. Secretary

CITY OF TURLOCK, CALIFORNIA

By: _____
Roy W. Wasden
City Manager

Attest:

Kellie E. Weaver
City Clerk

Approved as to Form:

Phaedra A. Norton, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONSENTING TO THE }
INCLUSION OF PROPERTIES WITHIN THE }
CITY'S JURISDICTION IN THE CALIFORNIA }
HERO PROGRAM TO FINANCE }
DISTRIBUTED GENERATION RENEWABLE }
ENERGY SOURCES, ENERGY AND WATER }
EFFICIENCY IMPROVEMENTS AND }
ELECTRIC VEHICLE CHARGING }
INFRASTRUCTURE AND APPROVING THE }
AMENDMENT TO A CERTAIN JOINT }
POWERS AGREEMENT RELATED }
THERE TO }

RESOLUTION NO. 2013-

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Turlock ("City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Turlock as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

PASSED AND ADOPTED this 13th day of August, 2013, by the following vote, to
wit:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF TURLOCK AS
AS AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE)
PROGRAM SERVICES WITH SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 13th day of August, 2013, by City of Turlock (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund various renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities throughout the state; and

WHEREAS, Authority intends to establish within the California HERO Program separate programs (a) to fund Improvements that are permanently fixed only to residential properties (the “Residential Program”) or (b) to fund Improvements that are permanently fixed only to commercial, industrial, agricultural or other real property (the “Commercial Program”); and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an associate member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to Government Code sections 6500 et seq., the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the unincorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the unincorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. **JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.
2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the unincorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, right to amend or vote on amendments to the Authority JPA, and right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.
3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners with the California HERO Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the PACE program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the California HERO Program.

6. Phased Implementation. The City desires to phase in the implementation of the California HERO Program by authorizing the Authority to immediately implement the Commercial Program throughout the City and by deferring the authorization for implementation of the Residential Program until such time as the City provides written notice to WRCOG pursuant to Section C.5. below authorizing the Authority to implement the Residential Program within the City. Nothing in this paragraph shall, however, preclude or otherwise prevent the Authority from judicially validating the California HERO Program and its implementation as a whole.

The Parties also recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment. Under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City or the other members of the Authority.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

City of Turlock
156 S. Broadway Avenue, Suite 230
Turlock, CA 95380

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

CITY OF TURLOCK, CALIFORNIA

By: _____
Roy W. Wasden
City Manager

Attest:

Kellie E. Weaver
City Clerk

Approved as to Form:

Phaedra A. Norton, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CITY OF TURLOCK TO JOIN THE }
CALIFORNIA FIRST PROGRAM; }
AUTHORIZING THE CALIFORNIA STATEWIDE }
COMMUNITIES DEVELOPMENT AUTHORITY }
TO ACCEPT APPLICATIONS FROM }
PROPERTY OWNERS, CONDUCT }
CONTRACTUAL ASSESSMENT }
PROCEEDINGS AND LEVY CONTRACTUAL }
ASSESSMENTS WITHIN THE TERRITORY OF }
THE CITY; AND AUTHORIZING RELATED }
ACTIONS }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the California Statewide Communities Development Authority ("California Communities") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Turlock (the "City"); and

WHEREAS, California Communities has established the CaliforniaFIRST program (the "CaliforniaFIRST Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property within its jurisdiction ("Participating Property Owners") to participate in the CaliforniaFIRST Program and to allow California Communities to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, California Communities will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by California Communities in connection with such assessment proceedings (the "ROI") and the territory within which assessments may be levied for the CaliforniaFIRST Program shall include all of the territory within the City's official boundaries of record (the "Proposed Boundaries"); and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program; and

WHEREAS, Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the CaliforniaFIRST Program administered under the CSCDA JPA Amendment, including without limitation the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of the CSCDA JPA Amendment; and

WHEREAS, pursuant to Government Code Section 6586.5, a notice of public hearing has been published once at least five days prior to the date hereof in a newspaper of general circulation in the City of Turlock and a public hearing has been duly conducted by this City Council concerning the significant public benefits of the CaliforniaFIRST Program and the financing of the Improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

Section 1. On the date hereof, the City Council held a public hearing and the City Council hereby finds and declares that the issuance of bonds by California Communities in connection with the CaliforniaFIRST Program will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 2. In connection with the CaliforniaFIRST Program, the City hereby consents to the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 on any property within the Proposed Boundaries and the issuance of Bonds under the 1915 Act; provided, that

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program.
- (4) The issuance of Bonds will occur following receipt of a final judgment in a validation action filed by California Communities pursuant to Code of Civil Procedure Section 860 that the Bonds are legal obligations of California Communities.

Section 3. Pursuant to the requirements of Chapter 29, California Communities has prepared and will update from time to time the "Program Report" for the CaliforniaFIRST Program (the "Program Report"), and California Communities will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the CaliforniaFIRST program available to all property owners who wish to finance Improvements; provided, that California Communities shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for California Communities in connection with the CaliforniaFIRST Program: Roy W. Wasden, City Manager, RWasden@Turlock.ca.us.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by California Communities in accordance with the Program Report to implement the CaliforniaFIRST Program for Participating Property Owners.

Section 6. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of California Communities.

PASSED AND ADOPTED this 13th day of August, 2013, by the following vote, to wit:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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