

City Council Agenda



FEBRUARY 23, 2021

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC.

THE MEETING WILL BE STREAMED ON THE CITY OF TURLOCK WEBSITE AT WWW.CITYOFTURLOCK.ORG AND BROADCASTED ON SPECTRUM CHANNEL 2.

MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE IN THE MEETING VIA THE FOLLOWING METHODS:

JOIN BY CLICKING ON THE MEETING LINK: <https://us02web.zoom.us/j/84924629186>

OR

**JOIN BY ACCESSING THE ZOOM WEBSITE: <https://zoom.us/join>
WEBINAR ID: 849 2462 9186**

OR

**JOIN BY TELEPHONE: 669-900-6833
WEBINAR ID: 849 2462 9186**

Mayor
Amy Bublak

Council Members

Nicole Larson
Andrew Nosrati

Rebecka Monez
Pam Franco
Vice Mayor

Acting City Manager
Gary R. Hampton
City Clerk
Jennifer Land
City Attorney
Douglas L. White

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.

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- 0. A. CALL TO ORDER
 - B. SALUTE TO THE FLAG
 - C. ROLL CALL
 - D. DECLARATION OF CONFLICTS

1. CLOSED SESSION:

The Closed Session item(s) for this meeting have been agendized and will be heard toward the latter part of the meeting.

2. APPROVAL OF AGENDA AS POSTED OR AMENDED

This is the time for the City Council to remove items from the agenda or to change the order of the agenda. Matters may be taken up out of order of the established agenda by a four-fifths vote of the City Council.

3. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS:

- A. Briefing: COVID-19 Update, presented by Interim Fire Chief Gary Carlson

4. PUBLIC PARTICIPATION

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE CITY COUNCIL WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20.

Pursuant to California Government Code Section 54954.3(a), 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 that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. 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.

Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

5. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE: None

6. 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 Weekly Demands of 1/28/21 in the amount of \$1,124,189.91; Monthly Demands of 9/30/20 in the amount of \$4,934,340.14; Monthly Demands of

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- 10/31/20 in the amount of \$2,251,271.34; Monthly Demands of 12/31/20 in the amount of \$4,397,967.79
- B. Motion: Accepting Minutes of the Regular Meeting of December 8, 2020; Minutes of the Special Meeting of January 5, 2021; Minutes of the Special Meeting of January 7, 2021
 - C. Motion: Approving the Final Map and Subdivision Improvement Agreement with KB Home North Bay, LLC, conditioned upon construction of improvements for the Les Chateaux subdivision (Development Project No. 14-76)
 - D.
 - 1. Motion: Approving Contract Change Order No. 4 (Final) in the amount of \$27,460.92 (Non-General Fund – Fund 410) for City Project No. 19-33 “Dried Solids Storage Area” bringing the contract total to \$2,896,775.92
 - 2. Motion: Accepting Improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 19-33 “Dried Solids Storage Area”
 - E.
 - 1. Motion: Approving Amendment No.1 to an Agreement with Bureau Veritas North America, Inc. for plan check services, increasing the total compensation amount by \$500,000 (Non-General Fund – Fund 405), bringing the contract total to \$1,300,000 for the remaining term of the Agreement and renewal periods if exercised
 - 2. Resolution: Appropriating \$800,000 to account number 405-40-405.43260 “Plan Check Services” from Fund 405 “Building” unassigned reserves to provide adequate funding to utilize professional plan check services
 - F.
 - 1. Resolution: Authorizing the execution of a service agreement between Delta Wireless, Inc., of Stockton, CA, and the City of Turlock in an amount not to exceed \$185,000 for the maintenance and service of the radio system including all portable and mobile radios for the period of July 1, 2020 through June 30, 2021, in a form approved by the City Attorney, and authorizing the City Manager to sign the agreement between Delta Wireless and the City of Turlock
 - 2. Resolution: Approving the sole source procurement of radio system support services and equipment from Delta Wireless, Inc., of Stockton, CA, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6)
 - G.
 - 1. Resolution: Rescinding Resolution No. 2020-199 and adopting a new Resolution appropriating a total of \$774,938 in matching funds as required by the COPS Grant for ongoing salary and benefit expenses for three (3) consecutive years beginning in Fiscal Year 2020-2021 from the General Fund unassigned reserves through a transfer from account number 110-20-210.48001_220 “Transfers Out to Fd 266 COPS Grant Match” to account number 266-20-255-361.38001_220 “Transfers In COPS Grant Match” for Fiscal Year 2020-2021
 - 2. Resolution: Appropriating \$189,484 for one-time equipment and related expenses relative to the COPS Grant from the Cannabis Fund unassigned reserves through a transfer from account number 117-10-190.48001_220 “Transfers Out To Fd 266 COPS Grant Match” to account number 266-20-255-361.38001_220 “Transfers In COPS Grant Match” for Fiscal Year 2020-2021
 - H. Resolution: Establishing a separate fund (Fund 117) within the General Fund to account for Cannabis related revenue and expenditure activity for FY 2020-2021 and all subsequent fiscal years and transferring all revenue and expenditure activity in FY 2020-2021 to date from Fund 110 to Fund 117 and recording budget for Cannabis activity in Fund 117
 - I. Resolution: Establishing a separate fund (Fund 118) within the General Fund to account for Measure A (local three-quarter (3/4) cent transaction (sales) and use tax) related revenue and expenditure activity approved by voters on November 3, 2020 to take effect April 1, 2021 and appropriating \$2.7 million of revenue to Fund 118 in FY 2020-2021 and accounting for all related revenue and expenditure activity in all subsequent fiscal years in Fund 118

- J. **Motion:** Approving a Professional Services Agreement with Cooperative Personnel Services dba CPS HR Consulting of Sacramento, CA, for temporary professional human resources services for the Human Resources Division, in an amount not to exceed \$65,000, effective February 15, 2021
- K. **Resolution:** Approving City-wide pay ranges for part-time employees in accordance with California Department of Industrial Relations Minimum Wage requirement, effective January 1, 2021

7. FINAL READINGS: None

8. PUBLIC HEARINGS: None

9. ACTION ITEMS:

- A. Request to award bid and approve an Agreement in the amount of \$142,369.85 (Non-General Fund 410) with Arrow Construction, Inc., of Sacramento, for City Project No. 20-011 "City Utility Trench Repair 2020" AND appropriate \$92,000 to account number 410-51-531.43145 "Pave Trenches" from Fund 410 "Water Quality Control (WQC)" unassigned reserves and \$92,000 to account number 420-52-550.43145 "Pave Trenches" from Fund 420 "Water" unassigned reserves to provide necessary funding for City Project No. 20-011 "City Utility Trench Repair 2020" (*Bray*)

Recommended Action:

Motion: Awarding bid and approving an Agreement in the amount of \$142,369.85 (Non-General Fund - Fund 410) with Arrow Construction, Inc., of Sacramento, California, for City Project No. 20-011 "City Utility Trench Repair 2020"

Resolution: Appropriating \$92,000 to account number 410-51-531.43145 "Pave Trenches" from Fund 410 "Water Quality Control (WQC)" unassigned reserves and \$92,000 to account number 420-52-550.43145 "Pave Trenches" from Fund 420 "Water" unassigned reserves to provide necessary funding for City Project No. 20-011 "City Utility Trench Repair 2020"

- B. Request to authorize a no-interest loan in the amount of \$1.8 million from the General Fund unassigned reserves to be repaid with revenue generated from cannabis activity to fund the Columbia Park Pool and Splash Pad repairs project as outlined in Option "A" of the Columbia Park Master Plan Project with a twenty-four (24) month re-payment term and priority of cannabis revenue given to complete the repairs to the Columbia Park Pool and Splash Pad prior to utilizing cannabis revenue for any other project AND appropriate \$175,000 to account number 301-61-620.51300 "Construction Repairs/Improvements" to have the Columbia Park Pool and Splash Pad repairs project, as outlined in Option "A" of the Columbia Park Master Plan Project, fully designed and engineered including all ADA improvements AND authorize a community fundraising campaign to offset the cost to repair Columbia Park Pool and Splash Pad as outlined in Option "A" of the Columbia Park Master Plan Project AND authorize an Agreement with O'Dell Engineering Inc. of Modesto, California in the amount of \$160,000 for design and engineering services for Columbia Park Pool and Splash Pad, in a form approved by the City Attorney (*Van Guilder*)

Recommended Action:

Resolution: Authorizing a no-interest loan in the amount of \$1.8 million from the General Fund unassigned reserves to be repaid with revenue generated from cannabis activity to fund the Columbia Park Pool and Splash Pad repairs project as outlined in Option “A” of the Columbia Park Master Plan Project with a twenty-four (24) month re-payment term and priority of cannabis revenue given to complete the repairs to the Columbia Park Pool and Splash Pad prior to utilizing cannabis revenue for any other project

Resolution: Appropriating \$175,000 to account number 301-61-620.51300 “Construction Repairs/Improvements” to have the Columbia Park Pool and Splash Pad repairs project, as outlined in Option “A” of the Columbia Park Master Plan Project, fully designed and engineered including all ADA improvements

Resolution: Authorizing a community fundraising campaign to offset the cost to repair Columbia Park Pool and Splash Pad as outlined in Option “A” of the Columbia Park Master Plan Project

Motion: Authorizing an Agreement with O’Dell Engineering Inc. of Modesto, California in the amount of \$160,000 for design and engineering services for Columbia Park Pool and Splash Pad, in a form approved by the City Attorney

- C. Request to authorize the use of CARES Act funds to support public safety through the temporary reassignment of two (2) School Resource Officers to Patrol whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency by appropriating \$285,000 from account number 110-10-189.48001_325 “Transfer Out to Respond to COVID-19 Pandemic” to account number 110-20-210.38001_325 “Transfer In from CARES Act Funds” AND authorize the use of CARES Act funds to support public safety by ensuring minimum staffing levels in the Fire Department, thereby, providing adequate response to the public health emergency and affirm the appropriation of \$1,200,000 to account numbers in 110-10-189 for overtime salary and benefits (*Williams/Carlson*)

Recommended Action:

Resolution: Authorizing the use of CARES Act funds to support public safety through the temporary reassignment of two (2) School Resource Officers to Patrol whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency by appropriating \$285,000 from account number 110-10-189.48001_325 “Transfer Out to Respond to COVID-19 Pandemic” to account number 110-20-210.38001_325 “Transfer In from CARES Act Funds”

Resolution: Authorizing the use of CARES Act funds to support public safety by ensuring minimum staffing levels in the Fire Department, thereby, providing adequate response to the public health emergency and affirming the appropriation of \$1,200,000 to account numbers in 110-10-189 for overtime salary and benefits

- D. Request to approve an Agreement between the City of Turlock and Petrulakis Law & Advocacy, APC, regarding the providing of Interim City Attorney Services (*Hampton*)

Recommended Action:

Motion: Approving an Agreement between the City of Turlock and Petrulakis Law & Advocacy, APC, regarding the providing of Interim City Attorney Services

10. CITY MANAGER REPORTS/UPDATES

City Manager reports/updates are provided for informational purposes only and no action or discussion may be undertaken. The City Manager may direct department heads to provide reports/updates at the City Manager's request.

- A. Fire Department
 - 1. Public Safety Briefing (*Carlson*)
- B. Municipal Services
 - 1. Monthly Departmental Update (*Brown*)
- C. Police Department
 - 1. Public Safety Briefing (*Williams*)

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with Resolution No. 2008-019.

12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmembers may ask questions, provide comments, and make brief announcements on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

13. CLOSED SESSION:

- A. *Threat to Public Services or Facilities*, Cal. Gov't Code §54957(a)
"This chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities."
 Consultation with: Interim Fire Chief Gary Carlson and City Attorney Douglas L. White
- B. *Liability Claims*, Cal. Gov't Code §54956.95
"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."
 Claimant: Brandee Sloan
 Agency Claimed Against: City of Turlock
- C. *Liability Claims*, Cal. Gov't Code §54956.95
"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."
 Claimant: Baljinder Randhawa
 Agency Claimed Against: City of Turlock

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- D. Liability Claims, Cal. Gov't Code §54956.95
"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."
Claimant: Zulema Batista
Agency Claimed Against: City of Turlock
- E. Liability Claims, Cal. Gov't Code §54956.95
"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."
Claimant: Dmitriy Kozlov
Agency Claimed Against: City of Turlock
- F. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Designated Representative: Human Resources Manager Sarah Eddy
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employees Association
Employee Organization: Turlock Firefighters Association-Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.
- G. Public Employee Discipline/Dismissal/Release, Cal. Gov't Code §54957(b)(1)

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING	}	RESOLUTION NO. 2021-
WEEKLY DEMANDS OF 1/28/21 IN THE	}	
AMOUNT OF \$1,124,189.91;	}	
MONTHLY DEMANDS OF 9/30/20 IN THE	}	
AMOUNT OF \$4,934,340.14;	}	
MONTHLY DEMANDS OF 10/31/20 IN THE	}	
AMOUNT OF \$2,251,271.34;	}	
MONTHLY DEMANDS OF 11/31/20 IN THE	}	
AMOUNT OF \$2,375,661.60;	}	
MONTHLY DEMANDS OF 12/31/20 IN THE	}	
AMOUNT OF \$4,397,967.79	}	

WHEREAS, the City has received demands for ratification and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Demands as follows:

Demands of:	In the Amount of:
1/28/21	\$1,124,189.91
9/30/20	\$4,934,340.14
10/31/20	\$2,251,271.34
11/30/20	\$2,375,661.60
12/31/20	\$4,397,967.79

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

 Jennifer Land, City Clerk,
 City of Turlock, County of Stanislaus,
 State of California

Payment Register

From Payment Date: 1/22/2021 - To Payment Date: 1/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128462	01/26/2021	Open			Utility Management Refund	ANDERSEN, RENEE	\$224.13		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		T00053-003	MOVE-OUT CREDIT	01/26/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$224.13		
128463	01/26/2021	Open			Utility Management Refund	DHAMI, KIRANJEET, KAUR	\$326.58		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		423769-004	MOVE-OUT CREDIT	01/26/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$326.58		
128464	01/26/2021	Open			Utility Management Refund	KAPA LLC C/O PRO EQUITY ASSET MGMT	\$512.96		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Commercial Metered		930806-005	MOVE-OUT CREDIT	01/26/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$512.96		
128465	01/26/2021	Open			Utility Management Refund	MADRUGA, FRANK	\$120.52		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		571857-003	MOVE-OUT CREDIT	01/26/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$120.52		
128466	01/26/2021	Open			Utility Management Refund	NOVACK II, JOEY	\$289.73		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		577413-003	MOVE-OUT CREDIT	01/26/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$289.73		
128467	01/26/2021	Open			Utility Management Refund	SANCHEZ, ENRIQUE	\$84.77		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		405841-009	MOVE-OUT CREDIT	01/26/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$84.77		
128468	01/26/2021	Open			Utility Management Refund	SHALITA, STELLA	\$40.20		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		208876-005	MOVE-OUT CREDIT	01/26/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$40.20		
128469	01/27/2021	Open			Licensing Refund	YOUNG VETERINARY RESEARCH SERVICES INC	\$487.00		
	Licensee Type		Licensee Number	Transaction Date	Transaction Type				
	BUSINESS		28841	01/27/2021	REFUND				

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Payment Register

From Payment Date: 1/22/2021 - To Payment Date: 1/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
128470	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$487.00			
	01/28/2021	Open			Accounts Payable	A-Z BUS SALES INC		\$747.60		
	Invoice				Description		Amount			
128471	02P478281			01/21/2021	PART #16050		\$747.60			
	Paying Fund				Cash Account		Amount			
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$747.60			
	01/28/2021	Open			Accounts Payable	AFLAC GROUP INSURANCE		\$1,344.06		
128472	Invoice				Description		Amount			
	A151363700			01/22/2021	GROUP JANUARY 2021		\$1,344.06			
	Paying Fund				Cash Account		Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$1,344.06			
128473	01/28/2021	Open			Accounts Payable	AIRGAS NCN		\$1,044.64		
	Invoice				Description		Amount			
	9976612764			01/21/2021	CYLINDER RENTALS		\$35.22			
	9976612765			01/21/2021	CYLINDER RENTAL		\$1,009.42			
128474	Paying Fund				Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,044.64			
	01/28/2021	Open			Accounts Payable	ALL VALLEY SMOG INC		\$73.50		
	Invoice				Description		Amount			
128475	000105914			01/21/2021	AD06-0419		\$36.75			
	000105880			01/21/2021	VEHICLE #331		\$36.75			
	Paying Fund				Cash Account		Amount			
	246 - Landscape Assessment				246.11000 (Cash)		\$36.75			
128476	502 - Engineering				502.11000 (Cash)		\$36.75			
	01/28/2021	Open			Accounts Payable	APB General Engineering		\$401,274.87		
	Invoice				Description		Amount			
	PP1/CP1430			01/20/2021	14-30 Sewer Line Rep. on Angelus, Bothun, & Castor		\$401,274.87			
128477	Paying Fund				Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$401,274.87			
	01/28/2021	Open			Accounts Payable	AT&T MOBILITY		\$40.73		
	Invoice				Description		Amount			
128478	7796X01162021			01/26/2021	992507796 / PD-IT Line		\$40.73			
	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$40.73			
	01/28/2021	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC		\$476.67		
128479	Invoice				Description		Amount			
	57939			01/21/2021	FEBCO 905112		\$476.67			
	Paying Fund				Cash Account		Amount			
	420 - WATER				420.11000 (Cash)		\$476.67			
128480	01/28/2021	Open			Accounts Payable	BONANDER TRUCKS		\$933.26		
	Invoice				Description		Amount			
	247088			01/21/2021	TRA15-1038PP		\$39.40			
	247060			01/21/2021	TRA15-1038PP		\$446.93			
128481	247248			01/21/2021	TRA15-1038PP		\$446.93			
	Paying Fund				Cash Account		Amount			
	420 - WATER				420.11000 (Cash)		\$446.93			
	01/28/2021	Open			Accounts Payable	BONANDER TRUCKS		\$933.26		

Payment Register

From Payment Date: 1/22/2021 - To Payment Date: 1/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128478	425 - Transit - Dial-A-Ride				425.11000 (Cash)			\$893.86	
	426 - Transit - Fixed Route				426.11000 (Cash)			\$39.40	
	01/28/2021 Invoice	Open			Accounts Payable	BSK & ASSOCIATES	\$1,851.50		
	0093502				Description			Amount	
128479	Paying Fund				SR01, 20-009 Well 38 Arsenic Mitigation & ICF			\$1,851.50	
	420 - WATER				Cash Account			Amount	
	01/28/2021 Invoice	Open			420.11000 (Cash)		\$1,288.81		
	W 79369				Accounts Payable	BURTON'S FIRE, INC			
128480	W 79388				Description			Amount	
	S 50688				ENGINE #34 - BROKEN FAN CONTROL AIR			\$201.89	
	Paying Fund				SOLENOID			Amount	
	110 - General Fund				OES 339 - PUMP AND VACUUM TEST			\$420.00	
128481	01/28/2021 Invoice	Open			OES 339 - RED LIGHT AND LATCH			\$666.92	
	7/1/20-9/30/20				Cash Account			Amount	
	Paying Fund				110.11000 (Cash)		\$1,204.56		
	405 - Building				Accounts Payable	CA BLDG STANDARDS COMMS			
128482	01/28/2021 Invoice	Open			Description			Amount	
	21990				BSASRF PAYMENT FOR 7/1-9/30 2020			\$1,204.56	
	Paying Fund				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)				405.11000 (Cash)		\$9,506.12		
128483	01/28/2021 Invoice	Open			Accounts Payable	CALCHEM ENTERPRISES INC			
	0000051011121				Description			Amount	
	0461088011821				Aluminum Chlorohydrate			\$9,506.12	
	0703380011621				Cash Account			Amount	
128484	Paying Fund				410.11000 (Cash)		\$994.05		
	110 - General Fund				Accounts Payable	CHARTER COMMUNICATIONS			
	420 - WATER				Description			Amount	
	501 - Information Technology				8203 13 680 0000051 / City Hall (TV service)			\$525.05	
128485	01/28/2021 Invoice	Open			8203 13 001 0461088 / City Hall			\$399.00	
	27925376				8203 13 001 0703380 / IT Internet			\$70.00	
	27936368				Cash Account			Amount	
	27932799				110.11000 (Cash)		\$46.80		
128486	Paying Fund				410.11000 (Cash)			\$32.16	
	110 - General Fund				420.11000 (Cash)			\$32.17	
	01/28/2021 Invoice	Open			501.11000 (Cash)		\$882.92		
	21713				Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC		\$2,040.00	
128487	01/28/2021 Invoice	Open			Description			Amount	
	27925376				ESSENTIAL CLEANING SERVICE OF OFFICE - WQC			\$680.00	
	27936368				ESSENTIAL CLEANING SERVICE OF OFFICE - IT			\$680.00	
	27932799				TECHNOLOGY			Amount	
128488	Paying Fund				ESSENTIAL CLEANING SERVICE OF OFFICE - WQC			\$680.00	
	110 - General Fund				Cash Account			Amount	
	01/28/2021 Invoice	Open			110.11000 (Cash)		\$2,040.00		
	21713				Accounts Payable	CRAIG SAFETY GROUP		\$7,343.75	
128489	01/28/2021 Invoice	Open			Description			Amount	
	27925376				Safety Management Services			\$7,343.75	
	27936368								
	27932799								

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128485	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
	01/28/2021	Open			Accounts Payable	DEPT OF CONSERVATION		\$5,022.12		
	Invoice				Description		Amount			
	7/1/20-9/30/20		01/20/2021		SMIP PAYMENT 7/1-9/30 2020		\$5,022.12			
128486	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	405 - Building				405.11000 (Cash)					
	01/28/2021	Open			Accounts Payable	DISPENSING TECHNOLOGY CORPORATION		\$72,858.72		
	Invoice				Description		Amount			
128487	Paying Fund				Cash Account					
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)					
	01/28/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC		\$1,119.68		
	Invoice				Description		Amount			
	\$5153899.001		01/21/2021		STREET LIGHTS BUTTON EYE PHOTO CELLS FOR STOCK FOR TRUCK		\$370.70			
128488	Paying Fund				Cash Account					
	246 - Landscape Assessment				246.11000 (Cash)					
	01/28/2021	Open			Accounts Payable	EDWARDS, TROY J		\$289.80		
	Invoice				Description		Amount			
	FALL 2020		01/20/2021		TURLOCK YOUTH SELF DEFENSE FALL 2020		\$289.80			
128489	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	01/28/2021	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC		\$360.50		
	Invoice				Description		Amount			
	27140		01/26/2021		CAR WASH SERVICES DEC 2020		\$360.50			
128490	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	246 - Landscape Assessment				246.11000 (Cash)					
	255 - CDBG				255.11000 (Cash)					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
	426 - Transit - Fixed Route				426.11000 (Cash)					
	502 - Engineering				502.11000 (Cash)					
	01/28/2021	Open			Accounts Payable	FASTENAL COMPANY INC		\$3,543.91		
	Invoice				Description		Amount			
	CATUR168786		01/21/2021		BOLTS FOR MOUNT ANALYZERS		\$5.51			
	CATUR168531		01/21/2021		HARDWARE FOR BIO TOWER VENTS		\$674.27			
	CATUR168087		01/21/2021		FACE SHIELDS		\$206.49			
	CATUR168326		01/21/2021		COVID/DEPARTMENT SUPPLIES		\$1,036.21			
	CATUR168417		01/21/2021		JANITORIAL SUPPLIES/COVID SUPPLIES		\$260.79			
	CATUR168030		01/21/2021		CL13-850		\$7.55			
	CATUR168064		01/21/2021		CL13-850		\$15.15			
	CATUR168089		01/21/2021		DEPARTMENT SUPPLIES		\$179.69			

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128491	CATUR167888		01/21/2021		JANIT/DEPT SUPPLIES				\$134.48
	CATUR168144		01/21/2021		TRA19-1065P				\$912.41
	CATUR168271		01/21/2021		TORQ SET				\$111.36
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$111.36
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$2,313.65
	420 - WATER				420.11000 (Cash)				\$206.49
	426 - Transit - Fixed Route				426.11000 (Cash)				\$912.41
	Invoice	01/28/2021	Open		Accounts Payable	FEDERAL EXPRESS	\$133.37		
	7-246-40171		01/26/2021		SHIPPING CHARGES 1-15-21				\$133.37
128492	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$115.95
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$17.42
	Invoice	01/28/2021	Open		Accounts Payable	FINANCIAL CREDIT NETWORK	\$248.24		
	FCN-TRUT12-DEC20		01/13/2021		FCN - TRUT12 - DEC 2020				\$238.49
	FCN-TRMS12-DEC20		01/26/2021		FCN - TRMS12 - DEC 2020				\$9.75
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$79.06
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$93.75
	420 - WATER				420.11000 (Cash)				\$75.43
128493	Invoice	01/28/2021	Open		Accounts Payable	GARTON TRACTOR INC	\$36,950.69		
	WT25096		01/14/2021		SNAKE PULL BEHIND FINISH MOWER FOR ASST				\$36,950.69
	Paying Fund				Cash Account				Amount
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)				\$36,950.69
	Invoice	01/28/2021	Open		Accounts Payable	GEOANALYTICAL LAB INC	\$2,366.10		
	G0J0703		01/21/2021		PFAS WASTEWATER SAMPLING				\$2,366.10
	Paying Fund				Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$2,366.10
	Invoice	01/28/2021	Open		Accounts Payable	GILLIG LLC	\$445.85		
	40753713		01/21/2021		TRA19-1064P				\$445.85
128495	Paying Fund				Cash Account				Amount
	426 - Transit - Fixed Route				426.11000 (Cash)				\$445.85
	Invoice	01/28/2021	Open		Accounts Payable	GOMES & SONS INC, JOE M	\$19,445.00		
	36052		01/26/2021		RED DYE DIESEL FOR ELE./MAIN. DEPT. (WELL#34)				\$534.85
	36053		01/26/2021		RED DYE DIESEL FOR ELE./MAIN. DEPT. (WELL#35)				\$127.72
	35994		01/26/2021		Fuel for Fire #3				\$763.59
	36341		01/26/2021		CUST #24090 - Fuel Expense for 10/16/20 - 10/31/20				\$18,018.84
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$9,795.95
	205 - Sports Facilities				205.11000 (Cash)				\$249.94
128496	Invoice	01/28/2021	Open		Accounts Payable	GOMES & SONS INC, JOE M	\$19,445.00		
	36052		01/26/2021		RED DYE DIESEL FOR ELE./MAIN. DEPT. (WELL#34)				\$534.85
	36053		01/26/2021		RED DYE DIESEL FOR ELE./MAIN. DEPT. (WELL#35)				\$127.72
	35994		01/26/2021		Fuel for Fire #3				\$763.59
	36341		01/26/2021		CUST #24090 - Fuel Expense for 10/16/20 - 10/31/20				\$18,018.84
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$9,795.95
	205 - Sports Facilities				205.11000 (Cash)				\$249.94
	Invoice	01/28/2021	Open		Accounts Payable	GOMES & SONS INC, JOE M	\$19,445.00		
	36052		01/26/2021		RED DYE DIESEL FOR ELE./MAIN. DEPT. (WELL#34)				\$534.85

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128497	217 - Streets - Gas Tax	Open		01/28/2021	Accounts Payable	GRAINGER INC, W W			
	Invoice						\$176.24		
	246 - Landscape Assessment			01/21/2021	DEPARTMENT SUPPLIES			\$48.41	
	405 - Building			01/21/2021	vehicle inspection forms			\$127.83	
	410 - WATER QUALITY CONTROL (WQC)				Cash Account			Amount	
	420 - WATER			01/28/2021	217-11000 (Cash)			\$127.83	
	425 - Transit - Dial-A-Ride				410-11000 (Cash)			\$48.41	
	426 - Transit - Fixed Route								
128498	502 - Engineering	Open		01/28/2021	Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD			
	Invoice						\$2,512.51		
	438037			01/21/2021	LAB SUPPLIES			\$521.41	
	439241			01/21/2021	LAB SUPPLIES			\$336.18	
	439442			01/21/2021	LAB SUPPLIES			\$1,386.17	
	463190			01/21/2021	SOCKETS			\$268.75	
	Paying Fund				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)			01/28/2021	410-11000 (Cash)			\$268.75	
128499	420 - WATER	Open		01/28/2021	Accounts Payable	HERC RENTALS, INC.			
	Invoice						\$6,736.38		
	31798295-001			01/26/2021	WHEEL LOADER RENTAL			\$6,736.38	
	Paying Fund				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)			01/28/2021	410-11000 (Cash)			\$6,736.38	
	Invoice			01/21/2021	Accounts Payable	HILMAR LUMBER INC			
	453824			01/21/2021	SUPPLIES			\$929.26	
	Paying Fund				Cash Account			Amount	
128500	410 - WATER QUALITY CONTROL (WQC)	Open		01/28/2021	Accounts Payable	HILMAR READY MIX			
	Invoice						\$199.58		
	10622			01/21/2021	1101 AMBERWOOD			\$64.73	
	10652			01/21/2021	1744 ROCKFORD			\$64.73	
	10658			01/21/2021	1340 LAMBERT			\$70.12	
	Paying Fund				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)			01/28/2021	410-11000 (Cash)			\$199.58	
	Invoice				Accounts Payable	INTERSTATE TRUCK CTR			
128501	02P296728			01/21/2021	PART #DPF2			\$400.00	
	Paying Fund				Cash Account			Amount	
	217 - Streets - Gas Tax	Open		01/28/2021	Accounts Payable			\$400.00	
	Invoice								
	10622			01/21/2021	1101 AMBERWOOD			\$64.73	
	10652			01/21/2021	1744 ROCKFORD			\$64.73	
	10658			01/21/2021	1340 LAMBERT			\$70.12	
	Paying Fund				Cash Account			Amount	
128502	410 - WATER QUALITY CONTROL (WQC)	Open		01/28/2021	Accounts Payable	INTERSTATE TRUCK CTR			
	Invoice						\$400.00		
	02P296728			01/21/2021	PART #DPF2			\$400.00	
	Paying Fund				Cash Account			Amount	
	217 - Streets - Gas Tax	Open		01/28/2021	Accounts Payable			\$400.00	
	Invoice								
	10622			01/21/2021	1101 AMBERWOOD			\$64.73	
	10652			01/21/2021	1744 ROCKFORD			\$64.73	

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128503	01/28/2021	Open			Accounts Payable	ITRON INC	\$5,320.46		
	Invoice				Description	Amount			
	578768		01/21/2021		HOSTING 2/1/21 - 2/28/21	\$2,755.38			
	578676		01/21/2021		HARDWARE MAINT. 2/1/21-4/30/21	\$2,565.08			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420.11000 (Cash)	\$5,320.46			
128504	01/28/2021	Open			Accounts Payable	LEHIGH HANSON INC	\$91.54		
	Invoice				Description	Amount			
	2205179		01/14/2021		ASPHALT FOR STREETS	\$91.54			
	Paying Fund				Cash Account	Amount			
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)	\$91.54			
128505	01/28/2021	Open			Accounts Payable	Life-Assist, Inc	\$1,003.86		
	Invoice				Description	Amount			
	1048973		01/20/2021		FIELDWIPES, FACE MASK	\$1,003.86			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$1,003.86			
128506	01/28/2021	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$5,224.75		
	Invoice				Description	Amount			
	10090495		01/21/2021		1209 MC COY TRUCK TIRE SERVICE CENTER BUS TIRES	\$5,224.75			
	Paying Fund				Cash Account	Amount			
	426 - Transit - Fixed Route				426.11000 (Cash)	\$5,224.75			
128507	01/28/2021	Open			Accounts Payable	MGT OF AMERICA INC	\$4,600.00		
	Invoice				Description	Amount			
	38967		01/26/2021		FY 2021 SB90 STATE MANDATED REIMBURSEMENT CLAIMING SERVICES	\$4,600.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$4,600.00			
128508	01/28/2021	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$666.67		
	Invoice				Description	Amount			
	AR344523		01/20/2021		Ink Cartridges for Canon TX-3000MFP (Eng Plotter)	\$666.67			
	Paying Fund				Cash Account	Amount			
	502 - Engineering				502.11000 (Cash)	\$666.67			
128509	01/28/2021	Open			Accounts Payable	NAPA AUTO PARTS	\$96.30		
	Invoice				Description	Amount			
	756917		01/21/2021		JANITORIAL SUPPLIES	\$62.01			
	756834		01/21/2021		CL12-847	\$34.29			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$96.30			
128510	01/28/2021	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$295.29		
	Invoice				Description	Amount			
	00L6700782040		01/20/2021		CANCELLATION FEE	\$8.99			
	01A0033242363		01/21/2021		UTILITIES 12/7/20-1/6/21	\$26.31			
	01A0033258518		01/21/2021		WATER RESOURCE BUILDING 12/7/20-1/6/21	\$18.13			
	01A0033242397		01/21/2021		ELECTRICAL MAINTENANCE 12/7/20-1/6/21	\$36.89			
	01A0033309543		01/21/2021		FACILITY MAINTENANCE 12/7/20-1/6/21	\$96.03			
	01A0033242389		01/21/2021		WASTE MGMT WATER TREATMENT 12/7/20-1/6/21	\$77.73			

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128511	01A0033242330								
	00K6700782040		01/21/2021		FLEET MAINTENANCE 12/7/20-1/6/21				
	Paying Fund		01/20/2021		Cash Account				
	110 - General Fund				110.11000 (Cash)		\$22.22		
	246 - Landscape Assessment				246.11000 (Cash)		\$8.99		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$65.99		
							\$48.02		
							\$181.28		
	01/28/2021	Open			Accounts Payable	NEXT LEVEL PARTS INC			
	Invoice						\$644.80		
	8577-344288		01/21/2021		GWR 84887				
128512	8577-344821		01/21/2021		CL12-847		\$16.46		
	8577-344903		01/21/2021		XBO 49072		\$14.51		
	8577-344734		01/21/2021		TRA15-1038PP		\$9.86		
	8577-344822		01/21/2021		WT07-585		\$14.88		
	8577-344504		01/21/2021		TRA15-1038PP		\$12.57		
	8577-344738		01/21/2021		NOTE 1038P		\$177.26		
	8577-344620		01/21/2021		TRA15-1038PP		\$15.88		
	8577-344691		01/21/2021		1038PP		\$217.11		
	8577-344581		01/21/2021		OP16-618		\$41.44		
	8577-344459		01/21/2021		1038PP		\$32.24		
	8577-344568		01/21/2021		TRA15-1038PP		\$74.09		
128513	8577-344733		01/21/2021		PK02-4216		\$12.57		
	Paying Fund				Cash Account		\$5.93		
	110 - General Fund				110.11000 (Cash)		\$5.93		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$56.61		
	420 - WATER				420.11000 (Cash)		\$12.57		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$511.79		
	426 - Transit - Fixed Route				426.11000 (Cash)		\$57.90		
	01/28/2021	Open			Accounts Payable	OREILLY AUTO PARTS			
	Invoice						\$942.21		
	2800-452533		01/21/2021		POL16-1300				
	2800-452549		01/21/2021		POL16-1300		\$236.94		
128514	2800-452163		01/21/2021		WIPER BLADE		\$546.94		
	2800-452161		01/21/2021		WIPER BLADE		\$64.40		
	2800-451819		01/21/2021		SPARE SET		\$21.47		
	Paying Fund				Cash Account		\$72.46		
	110 - General Fund				110.11000 (Cash)		\$848.28		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$21.47		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$72.46		
	01/28/2021	Open			Accounts Payable	P G & E			
	Invoice						\$141.57		
	FIRE #4 1-13-21		01/26/2021		7556584382-0 / 2820 N Walnut-Fire #4		\$141.57		
	Paying Fund				Cash Account		\$141.57		
128515	110 - General Fund				110.11000 (Cash)		\$141.57		
	01/28/2021	Open			Accounts Payable	PAGE SUPPLY CORPORATION			
	Invoice						\$1,474.92		
	056693546		01/21/2021		Pipe and Pipe Fittings		\$1,474.92		
	Paying Fund				Cash Account		\$155.59		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$155.59		

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128515	420 - WATER				420.11000 (Cash)		\$1,319.33		
	Invoice								
	01/28/2021	Open			Accounts Payable	Platt Electric Supply	\$489.38		
	1B53762		01/26/2021		Description		Amount		
	1B42879		01/26/2021		PARTS FOR TIMER PLUG AT SPORTS COMPLEX		\$45.67		
					PARTS FOR ELECTRIC KART TIMER AT PEDRETTI PARK		\$43.16		
	1E35116		01/26/2021		TOOLS FOR CLARIFIER #4 PROJECT		\$165.98		
	1E05703		01/26/2021		TRUCK #625		\$216.82		
	1D07962		01/26/2021		SAFETY FUSE COVERS FOR PUMP CONTROL UPGRADE		\$17.75		
	0P09325		01/26/2021		SIDE MOUNT AC		\$2,964.44		
	0R89514		01/26/2021		CREDIT MEMO FOR SIDE MOUNT AC		(\$2,964.44)		
	Paying Fund				Cash Account		Amount		
	205 - Sports Facilities				205.11000 (Cash)		\$88.83		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$400.55		
128516	01/28/2021	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$14,937.80		
	Invoice				Description		Amount		
	82894		01/21/2021		November 1 - December 31, 2020		\$14,937.80		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$14,937.80		
128517	01/28/2021	Open			Accounts Payable	R & S ERECTION INC	\$1,054.50		
	Invoice				Description		Amount		
	103643		01/20/2021		ST# 31 NUMEROUS DOOR PROBLEMS		\$1,054.50		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,054.50		
128518	01/28/2021	Open			Accounts Payable	RAY MORGAN COMPANY	\$6,045.92		
	Invoice				Description		Amount		
	3174300		01/28/2021		Printer Usage & Maintenance for 11/12/20 - 12/11/20		\$3,449.32		
	3200858		01/28/2021		Printer Usage & Maintenance for 12/12/20 - 01/11/21		\$2,596.60		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,340.76		
	255 - CDBG				255.11000 (Cash)		\$75.89		
	405 - Building				405.11000 (Cash)		\$56.20		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$636.99		
	420 - WATER				420.11000 (Cash)		\$535.12		
	501 - Information Technology				501.11000 (Cash)		\$34.87		
	502 - Engineering				502.11000 (Cash)		\$366.09		
128519	01/28/2021	Open			Accounts Payable	REED INC, GEORGE	\$24,707.07		
	Invoice				Description		Amount		
	100229077		01/14/2021		ASPHALT FOR STREETS		\$85.92		
	PP10/CP1933		01/20/2021		19-33 Dried Solids Storage Area - 11/11/20-1/31/21		\$24,621.15		
	Paying Fund				Cash Account		Amount		
	219 - SBT Road Maint & Rehab Account				219.11000 (Cash)		\$85.92		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$24,621.15		
128520	01/28/2021	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$18,180.20		
	Invoice				Description		Amount		
	14226		01/26/2021		November 16 - December 15, 2020		\$18,180.20		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128521	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$18,180.20
	Invoice				Description				Amount
	01/28/2021	Open			Accounts Payable	ROLAND PHD, JOCELYN E	\$1,350.00		
	18637		01/20/2021		PREEMPLOYMENT PSYCHOLOGICAL SCREENING				\$450.00
	18632		01/20/2021		PREEMPLOYMENT PSYCHOLOGICAL SCREENING				\$450.00
	18627		01/20/2021		PREEMPLOYMENT PSYCHOLOGICAL SCREENING				\$450.00
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$1,350.00
	Invoice				Description				Amount
128522	01/28/2021	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$948.00		
	134518_12022020		01/11/2021		PPD Skin Test				\$179.00
	89462_12172020		01/11/2021		Breath Alcohol Test				\$26.00
	109969_12172020		01/11/2021		Breath Alcohol Test				\$26.00
	7726_12172020		01/11/2021		Work Wellness DOT UDS				\$69.00
	85837_12292020		01/11/2021		DMV Physical Exam				\$99.00
	41748_12112020		01/11/2021		Hepatitis B Vaccine				\$75.00
	41748_12282020		01/11/2021		DMV Physical Exam				\$99.00
	4528_12172020		01/11/2021		Work Wellness DOT UDS				\$69.00
	16663_12172020		01/11/2021		Work Wellness DOT UDS				\$69.00
	78837_12172020		01/11/2021		Breath Alcohol Test				\$26.00
	98008_12172020		01/11/2021		Work Wellness DOT UDS				\$69.00
	79210_12172020		01/11/2021		Work Wellness DOT UDS				\$69.00
	134485_12082020		01/11/2021		Work Wellness UDS				\$73.00
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$373.00
	246 - Landscape Assessment				246.11000 (Cash)				\$69.00
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$237.00
	420 - WATER				420.11000 (Cash)				\$174.00
	505 - Fleet				505.11000 (Cash)				\$95.00
128523	01/28/2021	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$411.96		
	Invoice				Description				Amount
	3022033846		01/21/2021		OP16-618				\$53.83
	3022033670		01/21/2021		UT04-693				\$40.37
	3022054245		01/21/2021		HOSE - HEATER WATER				\$34.09
	3022084687		01/21/2021		POL16-1300				\$74.97
	3022088560		01/21/2021		WT07-584				\$75.15
	3022093158		01/21/2021		AD06-0419				\$87.27
	3022045331		01/21/2021		POL18-1327				\$46.28
	Paying Fund				Cash Account				Amount
128524	110 - General Fund				110.11000 (Cash)				\$121.25
	246 - Landscape Assessment				246.11000 (Cash)				\$121.36
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$94.20
	420 - WATER				420.11000 (Cash)				\$75.15
	01/28/2021	Open			Accounts Payable	SCOTTS PPE RECON	\$3,908.74		
	Invoice				Description				Amount
	36459		01/20/2021		NOVEMBER 2020 - TURNOUT GEAR REPAIR				\$3,908.74
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$3,908.74
	246 - Landscape Assessment				246.11000 (Cash)				\$121.36

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128525	01/28/2021 Invoice	Open		01/21/2021	Accounts Payable	ST FRANCIS ELECTRIC INC	\$18,338.61		
	17746111			01/21/2021	Traffic Signal Preventative Maintenance and Repair Services			\$3,908.74	
	17746109			01/21/2021	Traffic Signal Preventative Maintenance and Repair Services			\$7,775.00	
	17746110			01/21/2021	Traffic Signal Preventative Maintenance and Repair Services			\$5,754.36	
								\$4,809.25	
	Paying Fund				Cash Account				
	216 - Streets - Local Transportation				216.11000 (Cash)			\$18,338.61	
128526	01/28/2021	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$57.00		
	Invoice				Description				
	MDP 2020-20			01/22/2021	NOE filling fee for MDP 2020-20 Project Hornet			\$57.00	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$57.00	
128527	01/28/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$90.00		
	Invoice				Description				
	33460			01/21/2021	CARL BROWN D3 RENEWAL			\$90.00	
	Paying Fund				Cash Account				
	420 - WATER				420.11000 (Cash)			\$90.00	
128528	01/28/2021	Open			Accounts Payable	TID	\$273,990.66		
	Invoice				Description				
	1-11-21			01/22/2021	Acct #5832010000 Utilities 12/9/20-1/8/21			\$164.43	
	083201 - JAN 21			01/27/2021	TID STATEMENT - JAN 2021 ACC#0832010000			\$9,659.43	
	183201 - JAN 21			01/27/2021	TID STATEMENT - JAN 2021 ACC#1832010000			\$7,989.75	
	283201 - JAN 21			01/27/2021	TID STATEMENT - JAN 2021 ACC#2832010000			\$3,934.01	
	383201 - JAN 21			01/27/2021	TID STATEMENT - JAN 2021 ACC#3832010000			\$5,273.31	
	483201 - JAN 21			01/27/2021	TID STATEMENT - JAN 2021 ACC#4832010000			\$147,731.86	
	683201 - JAN 21			01/27/2021	TID STATEMENT - JAN 2021 ACC#6832010000			\$5,833.58	
	773201 - JAN 21			01/27/2021	TID STATEMENT - JAN 2021 ACC#7732010000			\$11,701.72	
	873201 - JAN 21			01/27/2021	TID STATEMENT - JAN 2021 ACC#8732010000			\$9,858.20	
	973201 - JAN 21			01/27/2021	TID STATEMENT - JAN 2021 ACC#9732010000			\$71,844.37	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$19,877.93	
	205 - Sports Facilities				205.11000 (Cash)			\$1,229.15	
	216 - Streets - Local Transportation				216.11000 (Cash)			\$26,437.25	
	246 - Landscape Assessment				246.11000 (Cash)			\$13,376.12	
	255 - CDBG				255.11000 (Cash)			\$66.83	
	256 - Stanislaus Housing Consortium				256.11000 (Cash)			\$53.68	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$139,505.99	
	416 - Recycled Water Sales				416.11000 (Cash)			\$57.60	
	420 - WATER				420.11000 (Cash)			\$68,541.29	
	426 - Transit - Fixed Route				426.11000 (Cash)			\$1,034.01	
	505 - Fleet				505.11000 (Cash)			\$3,766.89	
	625 - Successor Agency - LMI				625.11000 (Cash)			\$43.92	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128529	01/28/2021	Open			Invoice			\$6,393.25		
	NOV 20 - DEC 20				Paying Fund		TBA AUTO PARTS			
	110 - General Fund				426 - Transit - Fixed Route					
	01/28/2021	Open			Invoice		THATCHER COMPANY OF CALIFORNIA INC	\$172.24		
	5064669				281214					
	281076				280922					
	410 - WATER QUALITY CONTROL (WQC)				Paying Fund					
	01/28/2021	Open			Invoice		TURLOCK CITY TOW INC	\$60.00		
	120834				121078					
	110 - General Fund				Paying Fund					
	01/28/2021	Open			Invoice		TURLOCK SCAVENGER/SWEEPING	\$19,931.50		
	DECEMBER 31 2020				Paying Fund					
	246 - Landscape Assessment				410 - WATER QUALITY CONTROL (WQC)					
	01/28/2021	Open			Invoice		TYLER TECHNOLOGIES INC.	\$121,313.02		
	045-323725				045-324379					
	110 - General Fund				Paying Fund					
	217 - Streets - Gas Tax				240 - Small Equipment Replacement					
	410 - WATER QUALITY CONTROL (WQC)				420 - WATER					
	01/28/2021	Open			Invoice		US BANK OFFICE EQUIPMENT	\$66.44		
	433637493				Paying Fund					
	110 - General Fund				Paying Fund					
	01/28/2021	Open			Invoice		VERIZON WIRELESS	\$297.99		
	9870521334				9870521335					
	410 - WATER QUALITY CONTROL (WQC)				Paying Fund					

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From Payment Date: 1/22/2021 - To Payment Date: 1/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128536	1/10 - General Fund Invoice	Open		1/10/2021	(Cash)		\$297.99		
	01/28/2021	Open			Accounts Payable	Viking Shred, LLC	\$220.00		
	51101221			01/26/2021		CITY WIDE SHREDDING - JAN 2021	Amount	\$220.00	
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$198.00		
	410 - WATER QUALITY CONTROL (WOC)				410.11000 (Cash)		\$22.00		
128537	01/28/2021	Open			Accounts Payable	WILLDAN ENGINEERING INC	\$150.00		
	Invoice						Amount		
	00620368			01/20/2021		SR01, 20-003 Northeast Quadrant Rd Rehab- through 11/27/20	\$150.00		
	Paying Fund				Cash Account		Amount		
	218 - Measure L				218.11000 (Cash)		\$150.00		
128538	01/28/2021	Open			Accounts Payable	BROWN, CORY	\$90.00		
	Invoice						Amount		
	HOP 20-152			01/14/2021		Refund of overcharge for HOP 2020-152	\$90.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$72.00		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$18.00		
128539	01/28/2021	Open			Accounts Payable	C.T. BRAYTON & SONS INC., C.T. BRAYTON & SONS	\$541.64		
	Invoice						Amount		
	EP20-129E			01/25/2021		REFUND PART OF WATER CONNECTION FEE (CONTRACTOR PERFORMED WORK)	\$541.64		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$541.64		
128540	01/28/2021	Open			Accounts Payable	GRANITE CONSTRUCTION	\$1,753.80		
	Invoice						Amount		
	METER# 13614315			01/20/2021		HYDRANT USE PERMIT REFUND	\$1,753.80		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,000.00		
	420 - WATER				420.11000 (Cash)		(\$246.20)		
128541	01/28/2021	Open			Accounts Payable	HOLEMAN, RUSSELL	\$242.00		
	Invoice						Amount		
	TR 4537 PER DIEM			01/21/2021		FTP-SAC 1/31/21 - 2/3/21 GARDEN GROVE CA	\$242.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$242.00		
128542	01/28/2021	Open			Accounts Payable	HOLEMAN, RUSSELL	\$120.39		
	Invoice						Amount		
	TR 4537 AIRFARE			01/21/2021		FTP-SAC 1/31/21 - 2/3/21 GARDEN GROVE, CA	\$120.39		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$120.39		
128543	01/28/2021	Open			Accounts Payable	ROEBBELEN CONTRACTING INC	\$1,837.47		
	Invoice						Amount		
	METER #13614313			01/20/2021		HYDRANT USE PERMIT REFUND	\$1,837.47		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,000.00		

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From Payment Date: 1/22/2021 - To Payment Date: 1/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER			420.11000 (Cash)	82 Transactions		(\$162.53)		

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$1,124,189.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$1,124,189.91	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$1,124,189.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$1,124,189.91	\$0.00
Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$1,124,189.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$1,124,189.91	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$1,124,189.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$1,124,189.91	\$0.00

Grand Totals:

Payment Register

From Payment Date: 9/1/2020 - To Payment Date: 9/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3536	09/02/2020	Open			Accounts Payable	UMR	\$20,341.39		
	Invoice								
	8/25-8/31-20/21				UMR CLAIMS FOR 8/25/20-8/31/20			\$20,341.39	
	Paying Fund				Cash Account			Amount	
	511 - Health Care				511.11000 (Cash)			\$20,341.39	
3537	09/02/2020	Open			Accounts Payable	UMR	(\$7,048.51)		
	Invoice								
	BE004080318-CR				CREDIT MEMO FOR DELTA DENTAL PAYMENT IN ERROR			Amount	
	Paying Fund				Cash Account			(\$7,048.51)	
	511 - Health Care				511.11000 (Cash)			Amount	
								(\$7,048.51)	
3538	09/02/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$10,959.48		
	Invoice								
	BE004089002				CLAIMS FOR 8/21/20-8/27/20			Amount	
	Paying Fund				Cash Account			\$10,959.48	
	511 - Health Care				511.11000 (Cash)			Amount	
								\$10,959.48	
3539	09/04/2020	Open			Accounts Payable	CA SDU	\$1,780.50		
	Invoice								
	8/31/20PR				8/31/20PR-CHILD SUPPORT PAYMENT			Amount	
	Paying Fund				Cash Account			\$1,780.50	
	104 - Payroll Clearing Fund				104.11000 (Cash)			Amount	
								\$1,780.50	
3540	09/04/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice								
	8/31/20PR				8/31/20PR-CHILD SUPPORT PAYMENT			Amount	
	Paying Fund				Cash Account			\$162.50	
	104 - Payroll Clearing Fund				104.11000 (Cash)			Amount	
								\$162.50	
3541	09/11/2020	Open			Accounts Payable	CalPERS	\$257,496.56		
	Invoice								
	8/31/20PR				8/31/20PR-CALPERS			Amount	
	Paying Fund				Cash Account			\$257,496.56	
	104 - Payroll Clearing Fund				104.11000 (Cash)			Amount	
	110 - General Fund				110.11000 (Cash)			(\$0.01)	
3542	09/04/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$7,561.59		
	Invoice								
	8/31/20PR				8/31/20PR-GOLDEN 1CU			Amount	
	Paying Fund				Cash Account			\$7,561.59	
	104 - Payroll Clearing Fund				104.11000 (Cash)			Amount	
								\$7,561.59	
3543	09/08/2020	Open			Accounts Payable	ICMA-RC	\$79,182.63		
	Invoice								
	8/31/20PR				8/31/20PR-ICMA			Amount	
	Paying Fund				Cash Account			\$79,182.63	
	104 - Payroll Clearing Fund				104.11000 (Cash)			Amount	
								\$79,182.63	
3544	09/04/2020	Open			Accounts Payable	T A P O	\$4,622.04		
	Invoice								
	8/31/20PR				8/31/20PR-TAPO DUES			Amount	
								\$4,622.04	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)				
3545	09/04/2020	Open				T C E A	\$2,875.50		
	Invoice		Date	Description					
	8/31/20PR		09/04/2020	8/31/20PR-TCEA DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
3546	09/04/2020	Open				TFRA	\$50.00		
	Invoice		Date	Description					
	8/31/20PR		09/04/2020	8/31/20PR-TFRA DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
3547	09/04/2020	Open				TMAPS	\$200.00		
	Invoice		Date	Description					
	8/31/20PR		09/04/2020	8/31/20PR-TMAPS DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
3548	09/04/2020	Open				INTERNAL REVENUE SERVICE	\$178,402.24		
	Invoice		Date	Description					
	8/31/20PR		09/04/2020	8/31/20PR-FEDERAL TAXES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
3549	09/04/2020	Open				STATE OF CALIFORNIA - PR TAXES	\$53,812.52		
	Invoice		Date	Description					
	8/31/20PR		09/04/2020	8/31/20PR-STATE TAXES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
3550	09/11/2020	Open				T A P O	\$12,976.08		
	Invoice		Date	Description					
	8/31/20PR-RHS		09/11/2020	8/31/20PR-TAPO RHS DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
3551	09/04/2020	Open				T C E A	\$71.00		
	Invoice		Date	Description					
	8/31/20PR-BENEVO		09/04/2020	8/31/20PR-TCEA BENEVOLENCE DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
3552	09/11/2020	Open				TFRA	\$8,712.78		
	Invoice		Date	Description					
	8/31/20PR-RHS		09/11/2020	8/31/20PR-TFRA RHS DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
3553	09/10/2020	Open				US BANK	\$3,214,296.14		
	Invoice		Date	Description					
	1641026		09/10/2020	TURLOCK PUBLIC FINANCING AUTHORITY SEWER REVENUE BONDS 2012					
	Paying Fund			Cash Account					

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From Payment Date: 9/1/2020 - To Payment Date: 9/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3554	410 - WATER QUALITY CONTROL (WQC)	Open		410.11000 (Cash)	Accounts Payable	CAPITOL ADMINISTRATORS	\$2,934.13		
	Invoice								
	09/08/2020	Open							
	24064-24069		09/08/2020		CLAIM ENDING 9/2/2020	Amount			
	Paying Fund				Cash Account	\$2,934.13			
	511 - Health Care				511.11000 (Cash)	Amount			
						\$2,934.13			
3555	09/10/2020	Open			Accounts Payable	UMR	\$29,687.37		
	Invoice								
	9/1-9/8-20/21		09/10/2020		UMR CLAIMS FOR 9/1/20-9/8/20	Amount			
	Paying Fund				Cash Account	\$29,687.37			
	511 - Health Care				511.11000 (Cash)	Amount			
						\$29,687.37			
3556	09/10/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,628.54		
	Invoice								
	BE004095542		09/10/2020		CLAIMS FOR 8/28/20-9/30/20	Amount			
	Paying Fund				Cash Account	\$6,628.54			
	511 - Health Care				511.11000 (Cash)	Amount			
						\$6,628.54			
3557	09/15/2020	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$18,540.23		
	Invoice								
	OCTOBER 2020		09/15/2020		LTD AND LIFE INSURANCE FOR OCTOBER 2020	Amount			
	Paying Fund				Cash Account	\$18,540.23			
	104 - Payroll Clearing Fund				104.11000 (Cash)	Amount			
						\$18,540.23			
3558	09/16/2020	Open			Accounts Payable	UMR	\$84,865.97		
	Invoice								
	9/9-9/14-20/21		09/16/2020		UMR CLAIMS FOR 9/9/20-9/14/20	Amount			
	Paying Fund				Cash Account	\$84,865.97			
	511 - Health Care				511.11000 (Cash)	Amount			
						\$84,865.97			
3559	09/16/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,997.79		
	Invoice								
	BE004098160		09/16/2020		CLAIMS FOR 9/4/20-9/10/20	Amount			
	Paying Fund				Cash Account	\$6,997.79			
	511 - Health Care				511.11000 (Cash)	Amount			
						\$6,997.79			
3560	09/18/2020	Open			Accounts Payable	CA SDU	\$1,972.50		
	Invoice								
	9/15/20PR		09/18/2020		9/15/20PR-CHILD SUPPORT PAYMENT	Amount			
	Paying Fund				Cash Account	\$1,972.50			
	104 - Payroll Clearing Fund				104.11000 (Cash)	Amount			
						\$1,972.50			
3561	09/18/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice								
	9/15/20PR		09/18/2020		9/15/20PR-CHILD SUPPORT PAYMENT	Amount			
	Paying Fund				Cash Account	\$162.50			
	104 - Payroll Clearing Fund				104.11000 (Cash)	Amount			
						\$162.50			
3562	09/24/2020	Open			Accounts Payable	CalPERS	\$248,181.34		
	Invoice								
	9/15/20PR		09/24/2020		9/15/20PR-CALPERS	Amount			
	Paying Fund				Cash Account	\$248,181.34			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3563	104 - Payroll Clearing Fund			104.11000 (Cash)					\$248,181.34
	09/21/2020	Open			Accounts Payable	ICMA-RC	\$79,369.81		
	Invoice								
	9/15/20PR		09/21/2020		9/15/20PR-ICMA				
	Paying Fund				Cash Account				\$79,369.81
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$79,369.81
3564	09/18/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$168,058.97		
	Invoice								
	9/15/20PR		09/18/2020		9/15/20PR-FEDERAL TAXES				\$168,058.97
	Paying Fund				Cash Account				\$168,058.97
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$168,058.97
3565	09/18/2020	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$49,482.97		
	Invoice								
	9/15/20PR		09/18/2020		9/15/20PR-STATE TAXES				\$49,482.97
	Paying Fund				Cash Account				\$49,482.97
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$49,482.97
3566	09/18/2020	Open			Accounts Payable	T A P O	\$4,591.41		
	Invoice								
	9/15/20PR		09/18/2020		9/15/20PR-TAPO DUES				\$4,591.41
	Paying Fund				Cash Account				\$4,591.41
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$4,591.41
3567	09/18/2020	Open			Accounts Payable	T C E A	\$2,875.50		
	Invoice								
	9/15/20PR		09/18/2020		9/15/20PR-TCEA DUES				\$2,875.50
	Paying Fund				Cash Account				\$2,875.50
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$2,875.50
3568	09/18/2020	Open			Accounts Payable	TFRA	\$5,091.68		
	Invoice								
	9/15/20PR		09/18/2020		9/15/20PR-TFRA DUES				\$5,091.68
	Paying Fund				Cash Account				\$5,091.68
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$5,091.68
3569	09/18/2020	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$435.00		
	Invoice								
	9/15/20PR		09/18/2020		9/15/20PR-FIRE INC DUES				\$435.00
	Paying Fund				Cash Account				\$435.00
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$435.00
3570	09/18/2020	Open			Accounts Payable	T C E A	\$71.00		
	Invoice								
	9/15/20PR-BENEVO		09/18/2020		9/15/20PR-TCEA BENEVOLENCE DUES				\$71.00
	Paying Fund				Cash Account				\$71.00
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$71.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3571	09/18/2020	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$103.96		
	Invoice			Date	Description	Amount			
	9/15/20PR		09/18/2020	9/15/20PR-TURLOCK HEALTH CLUB-BRENDA ATHLETICS	Amount	\$103.96			
	Paying Fund			Cash Account	Amount				
	104 - Payroll Clearing Fund			104.11000 (Cash)	Amount	\$103.96			
3572	09/18/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$7,561.59		
	Invoice			Date	Description	Amount			
	9/15/20PR		09/18/2020	9/15/20PR-GOLDEN 1 CU	Amount	\$7,561.59			
	Paying Fund			Cash Account	Amount				
	104 - Payroll Clearing Fund			104.11000 (Cash)	Amount	\$7,561.59			
3573	09/21/2020	Open			Accounts Payable	ICMA-RC	\$1,889.20		
	Invoice			Date	Description	Amount			
	9/15/20PR-SANCHE		09/21/2020	9/15/20PR-ICMA SICK CONVERSION-SANCHEZ, B	Amount	\$1,889.20			
	Paying Fund			Cash Account	Amount				
	255 - CDBG			255.11000 (Cash)	Amount	\$1,889.20			
3574	09/23/2020	Open			Accounts Payable	UMR	\$103,360.91		
	Invoice			Date	Description	Amount			
	OCT 20 PREM		09/23/2020	OCTOBER 2020 HEALTH PREMIUMS	Amount	\$103,360.91			
	Paying Fund			Cash Account	Amount				
	511 - Health Care			511.11000 (Cash)	Amount	\$103,360.91			
3575	09/23/2020	Open			Accounts Payable	UMR	\$44,641.68		
	Invoice			Date	Description	Amount			
	9/15-9/21-20/21		09/23/2020	UMR CLAIMS FOR 9/15/20-9/21/20	Amount	\$44,641.68			
	Paying Fund			Cash Account	Amount				
	511 - Health Care			511.11000 (Cash)	Amount	\$44,641.68			
3576	09/23/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$12,601.55		
	Invoice			Date	Description	Amount			
	BE004103035		09/23/2020	CLAIMS FOR 9/1/20-9/17/20	Amount	\$12,601.55			
	Paying Fund			Cash Account	Amount				
	511 - Health Care			511.11000 (Cash)	Amount	\$12,601.55			
3577	09/23/2020	Open			Accounts Payable	UMR	\$433.05		
	Invoice			Date	Description	Amount			
	OCT 20 CUSTODIAL		09/23/2020	OCTOBER 2020 ADDITIONAL SERVICE FEES- CUSTODIAL & BANKING	Amount	\$433.05			
	Paying Fund			Cash Account	Amount				
	511 - Health Care			511.11000 (Cash)	Amount	\$433.05			
3578	09/24/2020	Open			Accounts Payable	CalPERS	(\$13.00)		
	Invoice			Date	Description	Amount			
	9/15/20PR-VALADE		09/24/2020	9/15/20PR-CALPERS-CORR TO 8/15/20PR- VALADEZ, R	Amount	(\$13.00)			
	Paying Fund			Cash Account	Amount				
	104 - Payroll Clearing Fund			104.11000 (Cash)	Amount	(\$13.00)			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3579	09/30/2020	Open			Invoice	Accounts Payable	INTERNAL REVENUE SERVICE	\$164,814.16		
	9/30/20PR		09/30/2020		9/30/20PR-FEDERAL TAXES	Cash Account		\$164,814.16		
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$164,814.16		
3580	09/30/2020	Open			Invoice	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$46,751.78		
	9/30/20PR		09/30/2020		9/30/20PR-STATE TAXES	Cash Account		\$46,751.78		
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$46,751.78		
3581	09/15/2020	Open			Invoice	Accounts Payable	UMR	(\$15,345.00)		
	AUG20 RET REFUND		09/15/2020		AUGUST 2020 RETIREE CONTRIBUTION REFUND			(\$15,345.00)		
	511 - Health Care				511.11000 (Cash)			(\$15,345.00)		
3582	09/15/2020	Open			Invoice	Accounts Payable	UMR	(\$1,088.00)		
	AUG20 COBRA REFUND		09/15/2020		AUGUST 2020 COBRA REFUND-BRAD STOCK			(\$1,088.00)		
	511 - Health Care				511.11000 (Cash)			(\$1,088.00)		
3583	09/28/2020	Open			Invoice	Accounts Payable	UMR	(\$5.00)		
	AUG20 OSR REFUND		09/28/2020		AUGUST 2020 OSR REFUND			(\$5.00)		
	511 - Health Care				511.11000 (Cash)			(\$5.00)		
3584	09/28/2020	Open			Invoice	Accounts Payable	Global Healthcare Product Solutions LLC	\$1,046.39		
	GHS0201905-1		09/28/2020		N95 RESPIRATORS FOR DRIVERS -50% ADVANCE			\$1,046.39		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)			\$209.28		
	426 - Transit - Fixed Route				426.11000 (Cash)			\$837.11		
3585	09/30/2020	Open			Invoice	Accounts Payable	Optum Bank, Inc.	\$11,185.72		
	8/31/2020PR		09/04/2020		8/31/2020PR-HSA EE Deduction			\$6,399.11		
	9/15/2020PR		09/18/2020		9/15/2020PR-HSA EE Deduction			\$4,786.61		
	511 - Health Care				511.11000 (Cash)			\$11,185.72		
Type EFT Totals:									\$4,934,340.14	
AP - Accounts Payable Totals										
				EFTs	Status	Count	Transaction Amount	Reconciled Amount		
					Open	50	\$4,934,340.14	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	0	\$0.00	\$0.00		
					Total	50	\$4,934,340.14	\$0.00		
				All	Status	Count	Transaction Amount	Reconciled Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:									
EFTs									
		Status			Count	Transaction Amount	Reconciled Amount		
		Open			50	\$4,934,340.14	\$0.00	\$0.00	
		Reconciled			0	\$0.00	\$0.00	\$0.00	
		Voided			0	\$0.00	\$0.00	\$0.00	
		Stopped			0	\$0.00	\$0.00	\$0.00	
		Total			50	\$4,934,340.14	\$0.00	\$0.00	
All									
		Status			Count	Transaction Amount	Reconciled Amount		
		Open			50	\$4,934,340.14	\$0.00	\$0.00	
		Reconciled			0	\$0.00	\$0.00	\$0.00	
		Voided			0	\$0.00	\$0.00	\$0.00	
		Stopped			0	\$0.00	\$0.00	\$0.00	
		Total			50	\$4,934,340.14	\$0.00	\$0.00	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable EFT									
3586	10/06/2020	Open			Accounts Payable	Global Healthcare Product Solutions LLC	\$1,046.39		
	Invoice								
	GHS0201905-2			10/06/2020	N95 Respirators for drivers - remaining 50%	Amount			
	Paying Fund				Cash Account	Amount			
	425 - Transit - Dial-A-Ride				425.11000 (Cash)	Amount			
	426 - Transit - Fixed Route				426.11000 (Cash)	Amount			
						\$209.28			
						\$837.11			
3587	10/13/2020	Open			Accounts Payable	BANK OF THE WEST	\$5,000.00		
	Invoice								
	1612008974			10/13/2020	ESROW DEPOSIT-1205 LAMBERT WAY-TUR	Amount			
	Paying Fund				Cash Account	Amount			
	256 - Stanislaus Housing Consortium				256.11000 (Cash)	Amount			
						\$5,000.00			
3588	10/13/2020	Open			Accounts Payable	BANK OF THE WEST	\$5,919.00		
	Invoice								
	1612008954			10/13/2020	ESCROW DEPOSIT-1540 SPRINGVILLE WAY-TUR	Amount			
	Paying Fund				Cash Account	Amount			
	255 - CDBG				255.11000 (Cash)	Amount			
						\$5,919.00			
3589	10/01/2020	Open			Accounts Payable	UMR	\$13,361.59		
	Invoice								
	9/22-9/28-20/21			10/01/2020	UMR-CLAIMS FOR 9/22/20-9/28/20	Amount			
	Paying Fund				Cash Account	Amount			
	511 - Health Care				511.11000 (Cash)	Amount			
						\$13,361.59			
3590	10/02/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$9,941.21		
	Invoice								
	BE004130808			10/02/2020	CLAIMS FOR 9/18/20-9/24/20	Amount			
	Paying Fund				Cash Account	Amount			
	511 - Health Care				511.11000 (Cash)	Amount			
						\$9,941.21			
3591	10/05/2020	Open			Accounts Payable	CA SDU	\$1,972.50		
	Invoice								
	9/30/20PR			10/05/2020	9/30/20PR-CHILD SUPPORT PAYMENT	Amount			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	Amount			
						\$1,972.50			
3592	10/05/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice								
	9/30/20PR			10/05/2020	9/30/20PR-CHILD SUPPORT PAYMENT	Amount			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	Amount			
						\$162.50			
3593	10/07/2020	Open			Accounts Payable	CalPERS	\$256,641.93		
	Invoice								
	9/30/20PR			10/07/2020	9/30/20PR-CALPERS	Amount			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	Amount			
						\$256,641.93			
3594	10/05/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$7,561.59		
	Invoice								
	9/30/20PR			10/05/2020	9/30/20PR-GOLDEN 1CU	Amount			
						\$7,561.59			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account				Amount
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$7,561.59
3595	10/05/2020	Open			Accounts Payable	ICMA-RC	\$79,044.69		
	Invoice		Date	Description					Amount
	9/30/20PR		10/05/2020	9/30/20PR-ICMA					\$79,044.69
	Paying Fund			Cash Account					Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)					\$79,044.69
3596	10/05/2020	Open			Accounts Payable	T A P O	\$4,671.41		
	Invoice		Date	Description					Amount
	9/30/20PR		10/05/2020	9/30/20PR-TAPO DUES					\$4,671.41
	Paying Fund			Cash Account					Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)					\$4,671.41
3597	10/05/2020	Open			Accounts Payable	T C E A	\$2,875.50		
	Invoice		Date	Description					Amount
	9/30/20PR		10/05/2020	9/30/20PR-TCEA DUES					\$2,875.50
	Paying Fund			Cash Account					Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)					\$2,875.50
3598	10/05/2020	Open			Accounts Payable	TFRA	\$50.00		
	Invoice		Date	Description					Amount
	9/30/20PR		10/05/2020	9/30/20PR-TFRA DUES					\$50.00
	Paying Fund			Cash Account					Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)					\$50.00
3599	10/05/2020	Open			Accounts Payable	TMAPS	\$200.00		
	Invoice		Date	Description					Amount
	9/30/20PR		10/05/2020	9/30/20PR-TMAPS DUES					\$200.00
	Paying Fund			Cash Account					Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)					\$200.00
3600	10/05/2020	Open			Accounts Payable	T C E A	\$71.00		
	Invoice		Date	Description					Amount
	9/30/20PR-BENEVO		10/05/2020	9/30/20PR-TCEA BENEVOLENCE DUES					\$71.00
	Paying Fund			Cash Account					Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)					\$71.00
3601	10/05/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$8,118.62		
	Invoice		Date	Description					Amount
	BE004137253		10/05/2020	CLAIMS FOR 9/25/20-10/1/20					\$8,118.62
	Paying Fund			Cash Account					Amount
	511 - Health Care			511.11000 (Cash)					\$8,118.62
3602	10/06/2020	Open			Accounts Payable	T A P O	\$26,046.24		
	Invoice		Date	Description					Amount
	9/1/20-9/30/20		10/06/2020	9/1/20-9/30/20PR-TAPO RHS DUES					\$26,046.24
	Paying Fund			Cash Account					Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)					\$26,046.24
3603	10/06/2020	Open			Accounts Payable	TFRA	\$17,425.56		
	Invoice		Date	Description					Amount
	9/1/20-9/30/20		10/06/2020	9/1/20-9/30/20PR-TFRA RHS DUES					\$17,425.56
	Paying Fund			Cash Account					Amount

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3604	10/07/2020	Open		10/07/2020	104 - Payroll Clearing Fund	104.11000 (Cash)				
	Invoice									
	9/30/20PR-DRESSL			10/07/2020	9/30/20PR-CALPERS-MISC PEPRA ER, DRESSLER, K	Accounts Payable	CalPERS	\$1.12		\$1.12
	Paying Fund									
	110 - General Fund									
	10/07/2020	Open		10/07/2020	110.11000 (Cash)	Cash Account				
3605	10/07/2020	Open		10/07/2020	110.11000 (Cash)	Accounts Payable	UMR	\$40,715.65		
	Invoice									
	9/29-10/5-20/21			10/07/2020	UMR CLAIMS FOR 9/29/20-10/5/20	Cash Account				
	Paying Fund									
	511 - Health Care									
	10/14/2020	Open		10/14/2020	511.11000 (Cash)	Accounts Payable	UMR	\$183,757.13		
	Invoice									
	10/6-10/12			10/14/2020	UMR CLAIMS FOR 10/6/20-10/12/20	Cash Account				
	Paying Fund									
	511 - Health Care									
	10/14/2020	Open		10/14/2020	511.11000 (Cash)	Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$10,414.04		
	Invoice									
	BE004140029			10/14/2020	CLAIMS FOR 10/2/2020-10/8/2020	Cash Account				
	Paying Fund									
	511 - Health Care									
	10/20/2020	Open		10/20/2020	511.11000 (Cash)	Accounts Payable	CA SDU	\$1,947.50		
	Invoice									
	10/15/20PR			10/20/2020	10/15/20PR-CHILD SUPPORT PAYMENT	Cash Account				
	Paying Fund									
	104 - Payroll Clearing Fund									
	10/20/2020	Open		10/20/2020	104.11000 (Cash)	Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice									
	10/15/20PR			10/20/2020	10/15/20PR-CHILD SUPPORT PAYMENT	Cash Account				
	Paying Fund									
	104 - Payroll Clearing Fund									
	10/27/2020	Open		10/27/2020	104.11000 (Cash)	Accounts Payable	CalPERS	\$247,616.46		
	Invoice									
	10/15/20PR			10/27/2020	10/15/20PR-CALPERS	Cash Account				
	Paying Fund									
	104 - Payroll Clearing Fund									
	110 - General Fund									
	10/20/2020	Open		10/20/2020	110.11000 (Cash)	Accounts Payable	GOLDEN ONE CREDIT UNION	\$7,561.59		
	Invoice									
	10/15/20PR			10/20/2020	10/15/20PR-GOLDEN 1CU	Cash Account				
	Paying Fund									
	104 - Payroll Clearing Fund									
	10/22/2020	Open		10/22/2020	104.11000 (Cash)	Accounts Payable	ICMA-RC	\$78,331.11		
	Invoice									
	10/15/20PR			10/22/2020	10/15/20PR-ICMA	Cash Account				

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3613	Paying Fund								
	104 - Payroll Clearing Fund								
	10/20/2020	Open			Cash Account	INTERNAL REVENUE SERVICE	\$189,082.26		
	Invoice				104.11000 (Cash)				\$78,331.11
3614	10/20/2020	Open			Accounts Payable	T A P O	\$4,591.41		
	Invoice				10/15/2020PR-FEDERAL TAXES				
	Paying Fund				Cash Account				\$189,082.26
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$189,082.26
3615	10/20/2020	Open			Accounts Payable	T C E A	\$2,916.00		
	Invoice				10/15/2020PR-TAPO DUES				\$4,591.41
	Paying Fund				Cash Account				\$4,591.41
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$4,591.41
3616	10/20/2020	Open			Accounts Payable	T F R A	\$5,091.68		
	Invoice				10/15/2020PR-TCEA DUES				\$2,916.00
	Paying Fund				Cash Account				\$2,916.00
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$2,916.00
3617	10/20/2020	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$435.00		
	Invoice				10/15/2020PR-TFRA DUES				\$5,091.68
	Paying Fund				Cash Account				\$5,091.68
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$5,091.68
3618	10/20/2020	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$103.96		
	Invoice				10/15/2020PR-FIRE INC DUES				\$435.00
	Paying Fund				Cash Account				\$435.00
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$435.00
3619	10/27/2020	Open			Accounts Payable	T A P O	\$13,042.30		
	Invoice				10/15/2020PR-TURLOCK HEALTH CLUB-BRENDA ATHLETICS				\$103.96
	Paying Fund				Cash Account				\$103.96
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$103.96
3620	10/20/2020	Open			Accounts Payable	T C E A	\$72.00		
	Invoice				10/15/2020PR-TAPO RHS DUES				\$13,042.30
	Paying Fund				Cash Account				\$13,042.30
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$13,042.30
3620	10/20/2020	Open			Accounts Payable	T C E A	\$72.00		
	Invoice				10/15/2020PR-TCEA BENEVOLENCE DUES				\$72.00
	Paying Fund				Cash Account				\$72.00
	104 - Payroll Clearing Fund				104.11000 (Cash)				\$72.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3621	10/27/2020	Open			Accounts Payable	TFRA	\$8,712.78		
	Invoice								
	10/15/20PR-RHS		10/27/2020		10/15/20PR-TFRA RHS DUES				
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)				
3622	10/20/2020	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$56,685.04		
	Invoice								
	10/15/20PR		10/20/2020		10/15/20PR-STATE TAXES				
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)				
3623	10/20/2020	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT	\$43,245.84		
	Invoice								
	10558586336		10/20/2020		UNEMPLOYMENT CHARGES FOR 7/1/20-9/30/20				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	512 - Casualty Insurance				512.11000 (Cash)				
3624	10/21/2020	Open			Accounts Payable	UMR	\$101,791.32		
	Invoice								
	NOV 20 PREM		10/21/2020		NOVEMBER 2020 HEALTH PREMIUMS				
	Paying Fund				Cash Account				
	511 - Health Care				511.11000 (Cash)				
3625	10/21/2020	Open			Accounts Payable	UMR	\$79,111.8C		
	Invoice								
	10/13-10/20		10/21/2020		UMR CLAIMS FOR 10/13/20-10/20/20				
	Paying Fund				Cash Account				
	511 - Health Care				511.11000 (Cash)				
3626	10/21/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$8,958.61		
	Invoice								
	BE004144405		10/21/2020		CLAIMS FOR 10/9/20-10/15/20				
	Paying Fund				Cash Account				
	511 - Health Care				511.11000 (Cash)				
3627	10/21/2020	Open			Accounts Payable	UMR	\$418.70		
	Invoice								
	NOV 20 CUSTODIAL		10/21/2020		NOVEMBER 20 CUSTODIAL AND BANKING FEE				
	Paying Fund				Cash Account				
	511 - Health Care				511.11000 (Cash)				
3628	10/22/2020	Open			Accounts Payable	ICMA-RC	(\$25.00)		
	Invoice								
	10/15/20PR-CASTI		10/22/2020		10/15/20PR-ICMA ROTH IRA-CASTILLO				
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)				
3629	10/22/2020	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$17,496.21		
	Invoice								
	NOVEMBER 2020		10/22/2020		LTD AND LIFE INSURANCE FOR NOVEMBER 2020				
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)				

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3630	10/22/2020	Open			Accounts Payable	ICMA-RC	\$26.60		
	Invoice			Description					
	10/15/20PR-AMIRF		10/22/2020	10/15/20PR-ICMA SICK CONVERSION-AMIRFAR		ICMA-RC			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$26.60		
3631	10/23/2020	Open			Accounts Payable	ICMA-RC	\$1.33		
	Invoice			Description					
	10/15/20PR-CONV		10/23/2020	10/15/20PR-ICMA SICK CONVERSION-AMIRFAR		ICMA-RC			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1.33		
3632	10/26/2020	Open			Accounts Payable	ICMA-RC	\$98,154.03		
	Invoice			Description					
	10/15/20PR-CONVE		10/26/2020	10/15/20PR-ICMA SICK CONVERSION-AMIRFAR		ICMA-RC			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$98,154.03		
3633	10/28/2020	Open			Accounts Payable	UMR	\$83,989.56		
	Invoice			Description					
	10/21-10/26		10/28/2020	UMR CLAIMS FOR 10/21/20-10/26/20		UMR			
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$83,989.56		
3634	10/28/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$2,850.29		
	Invoice			Description					
	BE004172585		10/28/2020	CLAIMS FOR 10/16/20-10/22/20		DELTA DENTAL OF CALIFORNIA			
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$2,850.29		
3635	10/28/2020	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$188.00		
	Invoice			Description					
	7/1/20-9/30/20		10/28/2020	7/1/20-9/30/20 STATE CNG FUEL TAX					
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$188.00		
3636	10/15/2020	Open			Accounts Payable	UMR	(\$3,736.00)		
	Invoice			Description					
	SEP20 COBRA REF		10/15/2020	SEPTEMBER 2020 COBRA REFUND-HOWSER & ZEPEDA		UMR			
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$3,736.00)		
3637	10/15/2020	Open			Accounts Payable	UMR	(\$28,945.87)		
	Invoice			Description					
	SEP20 RET REFUND		10/15/2020	SEPTEMBER 2020 RETIREE CONTRIBUTION REFUND		UMR			
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$28,945.87)		
3638	10/26/2020	Open			Accounts Payable	UMR	(\$124.56)		
	Invoice			Description					
	SEP20 OSR REFUND		10/26/2020	SEPTEMBER 2020 OSR REFUND		UMR			
	Paying Fund			Cash Account			Amount		
							(\$124.56)		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3639	10/19/2020	Open		511.11000 (Cash)	Accounts Payable	STEWART TITLE OF CA INC	\$1,500.00		
	Invoice								
	FILE #920380								
	Paying Fund								
	257 - State HOME Funds								
	10/20/2020	Open		257.11000 (Cash)	Accounts Payable	OLD REPUBLIC TITLE CO	\$525,059.00		
	Invoice								
	ESC #1612008974								
	Paying Fund								
	256 - Stanislaus Housing Consortium								
	10/07/2020	Open		256.11000 (Cash)	Accounts Payable	ADDRESSERS	\$6,858.50		
	Invoice								
	82966								
	Paying Fund								
	110 - General Fund								
	10/09/2020	Open		110.11000 (Cash)	Accounts Payable	ADDRESSERS	\$6,233.50		
	Invoice								
	83027								
	Paying Fund								
	110 - General Fund								
	10/21/2020	Open		110.11000 (Cash)	Accounts Payable	ADDRESSERS	\$6,157.50		
	Invoice								
	Wire #152612								
	Paying Fund								
	110 - General Fund								
	10/31/2020	Open		110.11000 (Cash)	Accounts Payable	Optum Bank, Inc.	\$10,712.72		
	Invoice								
	9/30/20PR								
	7/31/20PR-SIMBAL								
	10/15/20PR								
	Paying Fund								
	511 - Health Care								
	511.11000 (Cash)								
Type EFT Totals:							\$2,251,271.34		
59 Transactions									

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable Totals									
EFTs									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	59			\$2,251,271.34		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Total	59			\$2,251,271.34		\$0.00	
All									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	59			\$2,251,271.34		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	59			\$2,251,271.34		\$0.00	
Grand Totals:									
EFTs									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	59			\$2,251,271.34		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Total	59			\$2,251,271.34		\$0.00	
All									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	59			\$2,251,271.34		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	59			\$2,251,271.34		\$0.00	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3645	11/05/2020	Open			Accounts Payable	Airlabs Ltd	\$5,735.00		
	Invoice								
	INV-0124		11/05/2020		AirBubbl Air Purifiers for Transit Vehicles		\$5,735.00		
	Paying Fund				Cash Account		Amount		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$1,433.75		
	426 - Transit - Fixed Route				426.11000 (Cash)		\$4,301.25		
3646	11/17/2020	Open			Accounts Payable	STEWART TITLE OF CA INC	\$182,027.24		
	Invoice								
	ESC #920380		11/17/2020		WIRE FOR TURLOCK GOSPEL - PURCHASE OF 425		\$182,027.24		
					S. BROADWAY				
	Paying Fund				Cash Account		Amount		
	257 - State HOME Funds				257.11000 (Cash)		\$182,027.24		
3647	11/23/2020	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$2,654.19		
	Invoice								
	62640		11/23/2020		Install and configure two security cameras at Transit Center		\$2,654.19		
	Paying Fund				Cash Account		Amount		
	426 - Transit - Fixed Route				426.11000 (Cash)		\$2,654.19		
3648	11/05/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$176,542.10		
	Invoice								
	10/31/20PR		11/05/2020		10/31/20PR-FEDERAL TAXES		\$176,542.10		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$176,542.10		
3649	11/05/2020	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$48,588.94		
	Invoice								
	10/31/20PR		11/05/2020		10/31/20PR-STATE TAXES		\$48,588.94		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$48,588.94		
3650	11/05/2020	Open			Accounts Payable	UMR	\$45,408.87		
	Invoice								
	10/27/20-11/2/20		11/05/2020		UMR CLAIMS FOR 10/27/20-11/2/20		\$45,408.87		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$45,408.87		
3651	11/05/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$6,493.93		
	Invoice								
	10/31/20PR		11/05/2020		GOLDEN1 - Golden One Credit Union		\$6,493.93		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$6,493.93		
3652	11/05/2020	Open			Accounts Payable	T A P O	\$4,661.41		
	Invoice								
	10/31/20PR		11/05/2020		10/31/20PR-TAPO DUES		\$4,661.41		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$4,661.41		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3653	11/05/2020	Open			Accounts Payable	T C E A	\$2,875.50		
	Invoice		Date	Description			Amount		
	10/31/20PR		11/05/2020	10/31/20PR-TCEA DUES			\$2,875.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,875.50		
3654	11/05/2020	Open			Accounts Payable	TFRA	\$50.21		
	Invoice		Date	Description			Amount		
	10/31/20PR		11/05/2020	10/31/20PR-TFRA DUES			\$50.21		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$50.21		
3655	11/05/2020	Open			Accounts Payable	TMAPS	\$200.00		
	Invoice		Date	Description			Amount		
	10/31/20PR		11/05/2020	10/31/20PR-TMAPS DUES			\$200.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$200.00		
3656	11/05/2020	Open			Accounts Payable	T C E A	\$71.00		
	Invoice		Date	Description			Amount		
	10/31/20PR-BENEV		11/05/2020	10/31/20PR TCEA BENEVOLENCE DUES			\$71.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$71.00		
3657	11/05/2020	Open			Accounts Payable	CA SDU	\$1,947.50		
	Invoice		Date	Description			Amount		
	10/31/20PR		11/05/2020	10/31/20PR-CHILD SUPPORT PAYMENT			\$1,947.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,947.50		
3658	11/05/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice		Date	Description			Amount		
	10/31/2020PR		11/05/2020	10/31/20PR-CHILD SUPORT PAYMENT			\$162.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$162.50		
3659	11/05/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$1,552.36		
	Invoice		Date	Description			Amount		
	BE004175210		11/05/2020	CLAIMS FOR 10/23/20-10/29/20			\$1,552.36		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$1,552.36		
3660	11/09/2020	Open			Accounts Payable	ICMA-RC	\$3,649.00		
	Invoice		Date	Description			Amount		
	10/31/20PR-ROTH		11/09/2020	10/31/20PR-ICMA ROTH			\$3,649.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,649.00		
3661	11/09/2020	Open			Accounts Payable	ICMA-RC	\$25.00		
	Invoice		Date	Description			Amount		
	10/15/20PR-ROTH		11/09/2020	10/15/20PR-ICMA ROTH IRA-CASTILLO			\$25.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$25.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3662	11/10/2020	Open			Accounts Payable	ICMA-RC	\$74,294.46		
	Invoice				Description		Amount		
	10/31/20PR		11/10/2020		10/31/20PR-ICMA		\$74,294.46		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$74,294.46		
3663	11/10/2020	Open			Accounts Payable	CalPERS	\$250,872.56		
	Invoice				Description		Amount		
	10/31/20PR		11/10/2020		10/31/20PR-CALPERS		\$250,872.56		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$250,872.53		
	110 - General Fund				110.11000 (Cash)		\$0.03		
3664	11/10/2020	Open			Accounts Payable	T A P O	\$12,898.82		
	Invoice				Description		Amount		
	10/31/20PR-RHS		11/10/2020		10/31/20PR-TAPO RHS DUES		\$12,898.82		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$12,898.82		
3665	11/10/2020	Open			Accounts Payable	TFRA	\$8,077.87		
	Invoice				Description		Amount		
	10/31/20PR-RHS		11/10/2020		10/31/20PR-TFRA RHS DUES		\$8,077.87		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$8,077.87		
3666	11/12/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,686.80		
	Invoice				Description		Amount		
	BE004181816		11/12/2020		CLAIMS FOR 10/30/20-11/05/20		\$4,686.80		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$4,686.80		
3667	11/13/2020	Open			Accounts Payable	UMR	\$273,658.52		
	Invoice				Description		Amount		
	11/3/20-11/9/20		11/13/2020		UMR CLAIMS FOR 11/3/20-11/9/20		\$273,658.52		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$273,658.52		
3668	11/18/2020	Open			Accounts Payable	UMR	\$76,955.61		
	Invoice				Description		Amount		
	11/10-11/16/20		11/18/2020		UMR CLAIMS FOR 11/10/20-11/16/20		\$76,955.61		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$76,955.61		
3669	11/18/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$7,183.35		
	Invoice				Description		Amount		
	BE004184419		11/18/2020		CLAIMS FOR 11/6/20-11/12/20		\$7,183.35		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$7,183.35		
3670	11/19/2020	Open			Accounts Payable	UMR	\$398,712.99		
	Invoice				Description		Amount		
	BAL 11/3-11/9/20		11/19/2020		UMR CLAIMS FOR 11/3/20-11/9/20 REMAINING		\$398,712.99		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$398,712.99		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3671	11/20/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$187,354.82		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-FEDERAL TAXES	\$187,354.82			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$187,354.82			
3672	11/20/2020	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$55,277.41		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-STATE TAXES	\$55,277.41			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$55,277.41			
3673	11/20/2020	Open			Accounts Payable	UMR	\$103,404.14		
	Invoice				Description	Amount			
	DEC20 PREM		11/20/2020		DECEMBER 2020 HEALTH PREMIUMS	\$103,404.14			
	Paying Fund				Cash Account	Amount			
	511 - Health Care				511.11000 (Cash)	\$103,404.14			
3674	11/20/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$6,493.93		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-GOLDEN 1 CU	\$6,493.93			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$6,493.93			
3675	11/20/2020	Open			Accounts Payable	T A P O	\$4,542.04		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-TAPO DUES	\$4,542.04			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$4,542.04			
3676	11/20/2020	Open			Accounts Payable	T C E A	\$2,855.25		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-TCEA DUES	\$2,855.25			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$2,855.25			
3677	11/20/2020	Open			Accounts Payable	TFRA	\$4,571.52		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-TFRA DUES	\$4,571.52			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$4,571.52			
3678	11/20/2020	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$420.00		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-FIRE INC DUES	\$420.00			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$420.00			
3679	11/20/2020	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$103.96		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-TURLOCK HEALTH CLUBS	\$103.96			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$103.96			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3680	11/25/2020	Open			Accounts Payable	T A P O	\$12,670.31		
	Invoice				Description	Amount			
	11/15/20PR-RHS		11/25/2020		11/15/20[R-TAPO RHS DUES	\$12,670.31			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$12,670.31			
3681	11/20/2020	Open			Accounts Payable	T C E A	\$70.50		
	Invoice				Description	Amount			
	11/15/20PR-BENEV		11/20/2020		11/15/20PR-TCEA BENEVOLENCE DUES	\$70.50			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$70.50			
3682	11/25/2020	Open			Accounts Payable	TFRA	\$7,872.33		
	Invoice				Description	Amount			
	11/15/20PR-RHS		11/25/2020		11/15/20PR-TFRA RHS DUES	\$7,872.33			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$7,872.33			
3683	11/20/2020	Open			Accounts Payable	CA SDU	\$1,947.50		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-CHILD SUPPORT PAYMENT	\$1,947.50			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$1,947.50			
3684	11/20/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice				Description	Amount			
	11/15/20PR		11/20/2020		11/15/20PR-CHILD SUPPORT PAYMENT	\$162.50			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$162.50			
3685	11/20/2020	Open			Accounts Payable	UMR	\$345.30		
	Invoice				Description	Amount			
	DEC20 CUSTODIAL		11/20/2020		DECEMBER 2020 CUSTODIAL AND BANKING FEES	\$345.30			
	Paying Fund				Cash Account	Amount			
	511 - Health Care				511.11000 (Cash)	\$345.30			
3686	11/24/2020	Open			Accounts Payable	ICMA-RC	\$78,987.08		
	Invoice				Description	Amount			
	11/15/20PR		11/24/2020		11/15/20PR-ICMA	\$78,987.08			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$78,987.08			
3687	11/24/2020	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$17,503.77		
	Invoice				Description	Amount			
	DECEMBER 20		11/24/2020		LTD AND LIFE INSURANCE FOR DECEMBER 2020	\$17,503.77			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$17,503.77			
3688	11/25/2020	Open			Accounts Payable	CalPERS	\$239,638.92		
	Invoice				Description	Amount			
	11/15/20PR		11/25/2020		11/15/20PR-CALPERS	\$239,638.92			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$239,638.92			

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From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3689	11/25/2020	Open			Accounts Payable	UMR	\$74,481.48		
	Invoice		Date	Description			Amount		
	11/17-11/23/20		11/25/2020	UMR CLAIMS FOR 11/17/20-11/23/20			\$74,481.48		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$74,481.48		
3690	11/25/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,106.29		
	Invoice		Date	Description			Amount		
	BE004207392		11/25/2020	CLAIMS FOR 11/13/20-11/19/20			\$5,106.29		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5,106.29		
3691	11/13/2020	Open			Accounts Payable	UMR	(\$22,663.00)		
	Invoice		Date	Description			Amount		
	OCT20 RET REFUND		11/13/2020	OCTOBER 2020 RETIREE CONTRIBUTION REFUND			(\$22,663.00)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$22,663.00)		
3692	11/23/2020	Open			Accounts Payable	UMR	(\$4,022.88)		
	Invoice		Date	Description			Amount		
	OCT20 OSR REFUND		11/23/2020	OCTOBER 2020 OSR REFUND			(\$4,022.88)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$4,022.88)		
3693	11/25/2020	Open			Accounts Payable	CalPERS	\$22.82		
	Invoice		Date	Description			Amount		
	11/15/20PR-OVER		11/25/2020	11/15/20PR-CALPERS-CORRECTION ON 11/30/20PR			\$22.82		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$9.32		
	110 - General Fund			110.11000 (Cash)			\$13.50		
3694	11/30/2020	Open			Accounts Payable	Optum Bank, Inc.	\$8,529.88		
	Invoice		Date	Description			Amount		
	10/31/20PR		11/05/2020	10/31/20PR-HSA EE			\$4,341.60		
	11/15/20PR		11/20/2020	11/15/20PR-HSA EE			\$4,075.77		
	10/31/20PR-ADD'L		11/20/2020	10/31/20PR-HSA EE NET W/ 11/5/20 EFT			\$112.51		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$8,529.88		
Type EFT Totals:							\$2,375,661.60		
							50 Transactions		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable Totals									
EFTs									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	50			\$2,375,661.60		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Total	50			\$2,375,661.60		\$0.00	
All									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	50			\$2,375,661.60		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	50			\$2,375,661.60		\$0.00	
Grand Totals:									
EFTs									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	50			\$2,375,661.60		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Total	50			\$2,375,661.60		\$0.00	
All									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	50			\$2,375,661.60		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	50			\$2,375,661.60		\$0.00	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
3534	12/23/2020	Open			Accounts Payable	WESTERVELT ECOLOGICAL SERVICES, LLC	\$177,500.00		
	Invoice								
	Agreement 12.14								
	12/23/2020				VELB Agreement 12.14.2020 (2 Agreements)		\$177,500.00		
	Paying Fund				Cash Account				
	950 - SRWA				950.11000 (Cash)	FIRST AMERICAN TITLE INC	\$177,500.00		
3535	12/23/2020	Open			Accounts Payable		\$2,180,424.00		
	Invoice								
	5007-6244788				SRWA - Property Acquisition TID		\$2,180,424.00		
	Paying Fund				Cash Account				
	950 - SRWA				950.11000 (Cash)		\$2,180,424.00		
3695	12/11/2020	Open			Accounts Payable	Airlabs Ltd	\$5,851.00		
	Invoice								
	INV-0140				AirBubble Air Purifier Filters		\$5,851.00		
	Paying Fund				Cash Account				
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$1,462.75		
	426 - Transit - Fixed Route				426.11000 (Cash)		\$4,388.25		
3696	12/21/2020	Open			Accounts Payable	Urban Solar Inc.	\$1,607.34		
	Invoice								
	1294				PV STOP Demo Agreement		\$1,607.34		
	Paying Fund				Cash Account				
	426 - Transit - Fixed Route				426.11000 (Cash)		\$1,607.34		
3697	12/02/2020	Open			Accounts Payable	Downtown Modesto Partnership	\$25,000.00		
	Invoice								
	1111				RAD Gift Card City of Turlock match funds - CARES		\$25,000.00		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)		\$25,000.00		
3698	12/02/2020	Open			Accounts Payable	Downtown Modesto Partnership	\$2,500.00		
	Invoice								
	1110				Admin Fees for RAD Gift Card City of Turlock match funds - CARES		\$2,500.00		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)		\$2,500.00		
3699	12/22/2020	Open			Accounts Payable	CHURCHWELL WHITE LLC	\$3,983.02		
	Invoice								
	SEP 2020				LEGAL SERVICES SEPTEMBER 2020 LESS RETAINER INV#39288		\$3,983.02		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)		(\$4,121.98)		
	246 - Landscape Assessment				246.11000 (Cash)		\$2,376.00		
	255 - CDBG				255.11000 (Cash)		\$3,175.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$624.00		
	420 - WATER				420.11000 (Cash)		\$1,930.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3700	12/22/2020	Open			Accounts Payable	CHURCHWELL WHITE LLC	\$23,621.16		
	Invoice								
	OCT 2020		12/22/2020		LEGAL SERVICES OCTOBER 2020 LESS RETAINER INV#39713		\$23,621.16		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$18,466.16		
	255 - CDBG				255.11000 (Cash)		\$1,618.50		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$487.50		
	420 - WATER				420.11000 (Cash)		\$3,049.00		
3701	12/22/2020	Open			Accounts Payable	CHURCHWELL WHITE LLC	\$18,071.80		
	Invoice								
	NOV 2020		12/22/2020		LEGAL SERVICES NOVEMBER 2020 LESS RETAINER INV#39937		\$18,071.80		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$15,595.30		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$343.75		
	420 - WATER				420.11000 (Cash)		\$2,132.75		
3702	12/02/2020	Open			Accounts Payable	UMR	\$52,505.40		
	Invoice								
	11/24-11/30/20		12/02/2020		UMR CLAIMS FOR 11/24/20-11/30/20		\$52,505.40		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$52,505.40		
3703	12/02/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,881.25		
	Invoice								
	BE004216336		12/02/2020		CLAIMS FPR 11/20/20-11/26/20		\$4,881.25		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$4,881.25		
3704	12/04/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$187,097.44		
	Invoice								
	11/30/20PR		12/04/2020		11/30/20PR-FEDERAL TAXES		\$187,097.44		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$187,097.44		
3705	12/04/2020	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$56,814.47		
	Invoice								
	11/30/20PR		12/04/2020		11/30/20PR-STATE TAXES		\$56,814.47		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$56,814.47		
3706	12/04/2020	Open			Accounts Payable	CA SDU	\$1,947.50		
	Invoice								
	11/30/20PR		12/04/2020		11/30/20PR-CHILD SUPPORT PAYMENT		\$1,947.50		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$1,947.50		
3707	12/04/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice								
	11/30/20PR		12/04/2020		11/30/20PR-CHILD SUPPORT PAYMENT		\$162.50		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$162.50		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3708	12/04/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$6,493.93		
	Invoice		Date	Description		Amount			
	11/30/20PR		12/04/2020	11/30/20PR-GOLDEN 1 CU		\$6,493.93			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$6,493.93			
3709	12/04/2020	Open			Accounts Payable	T C E A	\$2,936.25		
	Invoice		Date	Description		Amount			
	11/30/20PR		12/04/2020	11/30/20PR-TCEA DUES		\$2,936.25			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,936.25			
3710	12/04/2020	Open			Accounts Payable	TMAPS	\$200.00		
	Invoice		Date	Description		Amount			
	11/30/20PR		12/04/2020	11/30/20PR-TMAPS DUES		\$200.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$200.00			
3711	12/04/2020	Open			Accounts Payable	T C E A	\$72.50		
	Invoice		Date	Description		Amount			
	11/30/20PR-BENEV		12/04/2020	11/30/20PR-TCEA BENEVOLENCE DUES		\$72.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$72.50			
3712	12/04/2020	Open			Accounts Payable	T A P O	\$4,661.41		
	Invoice		Date	Description		Amount			
	11/30/20PR		12/04/2020	11/30/20PR-TAPO DUES		\$4,661.41			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$4,661.41			
3713	12/07/2020	Open			Accounts Payable	ICMA-RC	\$47,157.92		
	Invoice		Date	Description		Amount			
	11/30/20PR-CONV		12/07/2020	11/30/20PR-ICMA TCEA & CONF SICK LEAVE CONVERSION		\$47,157.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$9,431.58			
	205 - Sports Facilities			205.11000 (Cash)		\$1,628.01			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$1,778.26			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$516.33			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$621.32			
	246 - Landscape Assessment			246.11000 (Cash)		\$1,337.65			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$8,646.87			
	420 - WATER			420.11000 (Cash)		\$6,618.32			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$153.34			
	426 - Transit - Fixed Route			426.11000 (Cash)		\$1,129.69			
	501 - Information Technology			501.11000 (Cash)		\$3,601.59			
	502 - Engineering			502.11000 (Cash)		\$10,365.55			
	505 - Fleet			505.11000 (Cash)		\$1,329.41			
3714	12/09/2020	Open			Accounts Payable	UMR	\$79,707.66		
	Invoice		Date	Description		Amount			
	12/1/20-12/7/20		12/09/2020	UMR CLAIMS FOR 12/1/20-12/7/20		\$79,707.66			
	Paying Fund			Cash Account		Amount			

Reconciled Amount	Difference
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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3724	12/18/2020	Open		12/18/2020	Accounts Payable	T A P O	\$4,591.41		
	Invoice								
	12/15/20PR				104.11000 (Cash)		\$4,591.41		
	Paying Fund								
	104 - Payroll Clearing Fund								
3725	12/18/2020	Open		12/18/2020	Accounts Payable	T C E A	\$2,916.00		
	Invoice								
	12/15/20PR				104.11000 (Cash)		\$2,916.00		
	Paying Fund								
	104 - Payroll Clearing Fund								
3726	12/18/2020	Open		12/18/2020	Accounts Payable	TFRA	\$4,571.52		
	Invoice								
	12/15/20PR				104.11000 (Cash)		\$4,571.52		
	Paying Fund								
	104 - Payroll Clearing Fund								
3727	12/18/2020	Open		12/18/2020	Accounts Payable	TURLOCK CITY FIRE INC	\$420.00		
	Invoice								
	12/15/20PR				104.11000 (Cash)		\$420.00		
	Paying Fund								
	104 - Payroll Clearing Fund								
3728	12/18/2020	Open		12/18/2020	Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$103.96		
	Invoice								
	12/15/20PR				104.11000 (Cash)		\$103.96		
	Paying Fund								
	104 - Payroll Clearing Fund								
3729	12/18/2020	Open		12/18/2020	Accounts Payable	T C E A	\$72.00		
	Invoice								
	12/15/20PR-BENEV				104.11000 (Cash)		\$72.00		
	Paying Fund								
	104 - Payroll Clearing Fund								
3730	12/18/2020	Open		12/18/2020	Accounts Payable	INTERNAL REVENUE SERVICE	\$166,336.64		
	Invoice								
	12/15/20PR				104.11000 (Cash)		\$166,336.64		
	Paying Fund								
	104 - Payroll Clearing Fund								
3731	12/18/2020	Open		12/18/2020	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$48,684.84		
	Invoice								
	12/15/20PR				104.11000 (Cash)		\$48,684.84		
	Paying Fund								
	104 - Payroll Clearing Fund								
3732	12/18/2020	Open		12/18/2020	Accounts Payable	CA SDU	\$1,947.50		
	Invoice								
	12/15/20PR				104.11000 (Cash)		\$1,947.50		
	Paying Fund								
	104 - Payroll Clearing Fund								

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$1,947.50			
3733	12/18/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI		\$162.50		
	Invoice						Amount			
	12/15/20PR		12/18/2020		12/15/20PR-CHILD SUPPORT PAYMENT		\$162.50			
	Paying Fund				Cash Account		Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$162.50			
3734	12/21/2020	Open			Accounts Payable	ICMA-RC		\$78,067.44		
	Invoice						Amount			
	12/15/20PR		12/21/2020		12/15/20PR-ICMA		\$78,067.44			
	Paying Fund				Cash Account		Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$78,067.44			
3735	12/21/2020	Open			Accounts Payable	T A P O		\$12,916.68		
	Invoice						Amount			
	12/15/20PR-RHS		12/21/2020		12/15/20PR-TAPO RHS DUES		\$12,916.68			
	Paying Fund				Cash Account		Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$12,916.68			
3736	12/21/2020	Open			Accounts Payable	TFRA		\$7,872.33		
	Invoice						Amount			
	12/15/20PR-RHS		12/21/2020		12/15/20PR-TFRA RHS DUES		\$7,872.33			
	Paying Fund				Cash Account		Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$7,872.33			
3737	12/21/2020	Open			Accounts Payable	CHURCHWELL WHITE LLC		\$56,870.22		
	Invoice						Amount			
	AUG 2020		12/21/2020		LEGAL SERVICES AUGUST 2020 LESS RETAINER		\$56,870.22			
	Paying Fund				INV# 38777		Amount			
	110 - General Fund				Cash Account		\$22,654.92			
	204 - AB 939 Integrated Waste Mgmt				110.11000 (Cash)		\$25.00			
	246 - Landscape Assessment				204.11000 (Cash)		\$25,729.40			
	410 - WATER QUALITY CONTROL (WQC)				246.11000 (Cash)		\$518.00			
	420 - WATER				410.11000 (Cash)		\$3,842.90			
	426 - Transit - Fixed Route				420.11000 (Cash)		\$25.00			
	625 - Successor Agency - LMI				426.11000 (Cash)		\$4,075.00			
3738	12/22/2020	Open			Accounts Payable	UMR		\$103,685.59		
	Invoice						Amount			
	JAN20 PREM		12/22/2020		UMR HEALTH PREMIUMS FOR JAN 2020		\$103,685.59			
	Paying Fund				Cash Account		Amount			
	511 - Health Care				511.11000 (Cash)		\$103,685.59			
3739	12/22/2020	Open			Accounts Payable	CALPERS		\$242,287.11		
	Invoice						Amount			
	12/15/20PR		12/22/2020		12/15/20PR-CALPERS		\$242,287.11			
	Paying Fund				Cash Account		Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$242,287.11			

Payment Register

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3740	12/22/2020	Open			Accounts Payable	UMR	\$444.75		
	Invoice		Date	Description			Amount		
	JAN20 CUSTODIAL		12/22/2020	UMR JANUARY 2020 CUSTODIAL AND BANKING FEE			\$444.75		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$444.75		
3741	12/23/2020	Open			Accounts Payable	UMR	\$68,333.93		
	Invoice		Date	Description			Amount		
	12/15-12/21/20		12/23/2020	UMR CLAIMS FOR 12/15/20-12/21/20			\$68,333.93		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$68,333.93		
3742	12/23/2020	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$18,289.43		
	Invoice		Date	Description			Amount		
	JANUARY 2021		12/23/2020	LTD AND LIFE INSURANCE FOR JAN 2020			\$18,289.43		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$18,289.43		
3743	12/23/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,102.38		
	Invoice		Date	Description			Amount		
	BE004230394		12/23/2020	CLAIMS FOR 12/11/20-12/17/20			\$5,102.38		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5,102.38		
3744	12/30/2020	Open			Accounts Payable	UMR	\$63,068.48		
	Invoice		Date	Description			Amount		
	12/22-12/28/20		12/30/2020	UMR CLAIMS FOR 12/22/20-12/28/20			\$63,068.48		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$63,068.48		
3745	12/30/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$3,744.25		
	Invoice		Date	Description			Amount		
	BE004257992		12/30/2020	CLAIMS FOR 12/18/20-12/24/20			\$3,744.25		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$3,744.25		
3746	12/31/2020	Open			Accounts Payable	CA SDU	\$1,947.50		
	Invoice		Date	Description			Amount		
	12/31/20PR		12/31/2020	12/31/20PR-CHILD SUPPORT PAYMENT			\$1,947.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,947.50		
3747	12/31/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice		Date	Description			Amount		
	12/31/20PR		12/31/2020	12/31/20PR-CHILD SUPPORT PAYMENT			\$162.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$162.50		
3748	12/31/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$6,393.31		
	Invoice		Date	Description			Amount		
	12/31/20PR		12/31/2020	12/31/20PR-GOLDEN 1 CU			\$6,393.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$6,393.31		

Payment Register

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3749	12/31/2020	Open			Invoice		INTERNAL REVENUE SERVICE	\$152,546.95		
	12/31/2020				12/31/2020PR-FEDERAL TAXES	Accounts Payable				
					Cash Account			\$152,546.95		
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$152,546.95		
3750	12/31/2020	Open			Invoice		STATE OF CALIFORNIA - PR TAXES	\$44,184.32		
	12/31/2020				12/31/2020PR-STATE TAXES	Accounts Payable				
					Cash Account			\$44,184.32		
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$44,184.32		
3751	12/31/2020	Open			Invoice		T A P O	\$4,612.04		
	12/31/2020				12/31/2020PR-TAPO DUES	Accounts Payable				
					Cash Account			\$4,612.04		
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$4,612.04		
3752	12/31/2020	Open			Invoice		T C E A	\$2,916.00		
	12/31/2020				12/31/2020PR-TCEA DUES	Accounts Payable				
					Cash Account			\$2,916.00		
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$2,916.00		
3753	12/31/2020	Open			Invoice		TMAPS	\$200.00		
	12/31/2020				12/31/2020PR-TMAPS DUES	Accounts Payable				
					Cash Account			\$200.00		
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$200.00		
3754	12/31/2020	Open			Invoice		T C E A	* \$72.00		
	12/31/2020				12/31/2020PR-TCEA BENEVOLENCE DUES	Accounts Payable				
					Cash Account			\$72.00		
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$72.00		
3755	12/16/2020	Open			Invoice		UMR	(\$27,600.00)		
	12/16/2020				UMR NOVEMBER 2020 RETIREEE REFUND	Accounts Payable				
					Cash Account			(\$27,600.00)		
	511 - Health Care				511.11000 (Cash)			(\$27,600.00)		
3756	12/31/2020	Open			Invoice		Optum Bank, Inc.	\$12,832.29		
	11/30/2020PR				11/30/2020PR-HSA EE	Accounts Payable				
	12/15/2020PR				12/15/2020PR-HSA EE			\$4,075.77		
	12/31/2020PR				12/31/2020PR-HSA EE			\$4,432.42		
					Cash Account			\$4,324.10		
	511 - Health Care				511.11000 (Cash)			\$12,832.29		
Type EFT Totals:										
AP - Accounts Payable Totals										
					EFTs	Status	Count	Transaction Amount	Reconciled Amount	
						Open	64	\$4,397,967.79	\$0.00	
						Reconciled	0	\$0.00	\$0.00	
					64 Transactions					
					\$4,397,967.79					

Payment Register

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	0	\$0.00	\$0.00	
					Total	64	\$4,397,967.79	\$0.00	
All									
		Status				Count	Transaction Amount	Reconciled Amount	
		Open				64	\$4,397,967.79	\$0.00	
		Reconciled				0	\$0.00	\$0.00	
		Voided				0	\$0.00	\$0.00	
		Stopped				0	\$0.00	\$0.00	
		Total				64	\$4,397,967.79	\$0.00	
EFTs									
		Status				Count	Transaction Amount	Reconciled Amount	
		Open				64	\$4,397,967.79	\$0.00	
		Reconciled				0	\$0.00	\$0.00	
		Voided				0	\$0.00	\$0.00	
		Total				64	\$4,397,967.79	\$0.00	
All									
		Status				Count	Transaction Amount	Reconciled Amount	
		Open				64	\$4,397,967.79	\$0.00	
		Reconciled				0	\$0.00	\$0.00	
		Voided				0	\$0.00	\$0.00	
		Stopped				0	\$0.00	\$0.00	
		Total				64	\$4,397,967.79	\$0.00	

Grand Totals:

DECEMBER 8, 2020
 6:00 p.m.
 City of Turlock Yosemite Room
 156 S. Broadway, Turlock, California



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MINUTES
 Regular Meeting
 Turlock City Council

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 6:02 p.m.

B. **SALUTE TO THE FLAG**

Mayor Bublak announced that members of Council and staff are participating in the meeting via the Zoom system and advised the Council meeting is being streamed on the City's website, YouTube, and Spectrum Channel 2.

Mayor Bublak also announced that members of the public will be given the opportunity to address the Council during public participation as well during the presentation of discussion items and noted the City Clerk will provide additional details once we near the public participation section of the meeting.

C. **ROLL CALL:**

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Becky Arellano, Nicole Larson, Andrew Nosrati, Gil Esquer, and Mayor Amy Bublak.

ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

1. **RECOGNITION OF OUTGOING COUNCILMEMBER GIL ESQUER AND COUNCILMEMBER BECKY ARELLANO**

A. Mayor Bublak presented a plaque of appreciation to Councilmember Esquer for his dedication, support, and wisdom as a Councilmember and Vice Mayor.

Councilmember Esquer spoke regarding his time as a Councilmember, addressed the Councilmember Elects, and expressed thanks to City staff and his colleagues.

Mayor Bublak presented a plaque of appreciation to Councilmember Arellano for her dedication and commitment as a Councilmember.

Councilmember Arellano spoke regarding her time as a Councilmember, expressed thanks to City staff and her family, addressed the accomplishments of Council, and wished the Councilmember Elects luck in their new roles.

2. **ELECTION RESULTS:**

A. Resolution: Reciting the facts of the General Municipal Election held in said City of Turlock on November 3, 2020, declaring the results thereof and such other matters as are provided by law

City Clerk Jennifer Land recited the facts of the General Municipal Election.



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Mayor Bublak opened public participation.

The following members of the public spoke:

Robert Puffer
 Mary Jackson
 Milt Trieweller

Mayor Bublak closed public participation.

Action: **Resolution No. 2020-175:** Reciting the facts of the General Municipal Election held in said City of Turlock on November 3, 2020, declaring the results thereof and such other matters as are provided by law as introduced by Councilmember Esquer, seconded by Councilmember Arellano, and carried 5/0 by the following vote:

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

B. Oath of Office for City Council Members and City Treasurer

City Clerk Jennifer Land administered the Oath of Office to Councilmember Pam Franco, Councilmember Rebecka Monez, and City Treasurer Diana Lewis.

C. Special Oath administered by the Honorable Ruben A. Villalobos

Honorable Ruben A. Villalobos administered a Special Oath to Mayor Amy Bublak, Councilmembers Pam Franco, Rebecka Monez, Nicole Larson, Andrew Nosrati, and City Treasurer Diana Lewis.

Mayor Bublak recessed the City Council meeting at 6:29 p.m.

Mayor Bublak reconvened the City Council meeting at 6:38 p.m.

3. NEW COUNCIL SEATED:

A. ROLL CALL

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Nicole Larson, Andrew Nosrati, Pam Franco, Rebecka Monez (*via teleconference*) and Mayor Amy Bublak.

ABSENT: None



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B. DECLARATION OF CONFLICTS

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
No	No	No	No	No

5. CLOSED SESSION:

The Closed Session item(s) for this meeting have been agendized and will be heard toward the latter part of the meeting.

6. APPROVAL OF AGENDA AS POSTED OR AMENDED

This is the time for the City Council to remove items from the agenda or to change the order of the agenda. Matters may be taken up out of order of the established agenda by a four-fifths vote of the City Council.

Mayor Bublak announced that at the request of the Turlock Downtown Property Owners Association, Agenda Item 12B will be continued to the January 12, 2021 Council Meeting.

Action: Motion by Councilmember Franco, seconded by Councilmember Monez, Approving the agenda as amended. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

6. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS:

- A. Recognition: Employee of the Month, October 2020, Staff Services Technician Carla McLaughlin

Mayor Bublak announced Staff Services Technician Carla McLaughlin is the Employee of the Month for October 2020 and read her bio.

- B. Recognition: Employee of the Month, November 2020, Police Business Unit Supervisor Amanda Fortado

Mayor Bublak announced Police Business Unit Supervisor Amanda Fortado is the Employee of the Month for November 2020 and read her bio.

*City Clerk Jennifer Land announced that members of the public will be given the opportunity to address Council on items that are within the subject matter jurisdiction of the City Council and on any item on tonight's agenda. For items listed on the agenda, we ask that you please defer your comments until that item is heard by the Council. For those who are interested in addressing the Council, please press the "raise hand" feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*



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Members of the public will be allotted three (3) minutes for comments and will be taken in the order of which requests are received. When it is a member's turn to speak, they will hear an automated prompt indicating their line has been unmuted – and that is when the three (3) minutes will begin.

Lastly, we request members who choose to address the Council to please state their first and last name in the event any follow up is needed; however, this is not mandatory.

7. PUBLIC PARTICIPATION:

The following members of the public spoke:

Matthew Jacob
 Ron Bridegroom
 Robert Puffer
 Mary Jackson

8. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE:
 None

9. CONSENT CALENDAR:

Councilmember Monez requested Consent Calendar Item 9T be removed for separate consideration.

Action: Motion by Councilmember Larson, seconded by Councilmember Franco, adopting the amended consent calendar. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- A. **Resolution No. 2020-176:** Accepting Weekly Demands of 10/22/20 in the amount of \$5,053,335.78; Weekly Demands of 10/29/20 in the amount of \$930,348.31; Weekly Demands of 11/5/20 in the amount of \$674,255.43; Weekly Demands of 11/12/20 in the amount of \$1,228,934.36
- B. **Motion:** Accepting Minutes of the Special Meeting of September 17, 2020; Minutes of the Special Meeting of September 22, 2020
- C. **Motion:** Approving Contract Change Orders No. 12 (Supplement 1), 16 (Supplement 2), 20, 24, 25, and 27 in the amount of \$50,150.70 (Fund 305) with Agee Construction of Clovis, California, for City Project No. 0828 "SR-99/Fulkerth Road Interchange" bringing the contract total to \$12,053,564.98
- D. **Motion:** Approving Contract Change Order No. 2 in the amount of \$157,425.14 (Non-General Fund - Fund 215), for City Project No. 15-44 "Rehabilitation of Hawkeye Avenue and Lander Avenue" bringing the contract total to \$1,819,055.63
- E. **Motion:** Approving Amendment No. 2 to the Agreement with DF Engineering, Inc. of Modesto, California, in the amount of \$2,900 (Non-General Fund - Fund 215), bringing the contract total to \$54,690 for professional engineering and surveying services for City Project No. 17-59 "Pedestrian Intersection Improvements at Various Locations"



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- F. 1. **Resolution No 2020-177:** Appropriating \$38,635 to account number 246-60-600.43700 "Slurry Seals" to be funded from Fund 247 "Downtown Assessment District" unallocated reserves to provide necessary funding for the downtown parking lot resurfacing and restriping for City Project No. 18-51 "2019 Slurry Seals"
2. **Motion:** Approving Contract Change Order No. 1 (Final) in the decreased amount of (-\$38,317.70) for City Project No. 18-51 "2019 Slurry Seals," bringing the contract total to \$796,802.30
3. **Motion:** Accepting improvements for City Project No. 18-51 "2019 Slurry Seals" and authorizing the City Engineer to file a Notice of Completion
- G. 1. **Resolution No. 2020-178:** Approving the Engineer's Report for the PM 20-03 Turlock Dental Care (Development Project No. 20-020) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area
2. **Resolution No. 2020-179:** Declaring the City Council's intention to order the formation of and to levy and collect assessments for the PM 20-03 Turlock Dental Care (Development Project No. 20-020) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area
- H. 1. **Resolution No. 2020-180:** Approving the Engineer's Report for the SM 19-01 FQC (Development Project No. 20-029) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area
2. **Resolution No. 2020-181:** Declaring the City Council's intention to order the formation of and to levy and collect assessments for the SM 19-01 FQC (Development Project No. 20-029) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area
- I. **Motion:** Approving the final map for The Enclave subdivision (Development Project No. 20-034) developed by DM Squared Homes, Inc.
- J. **Resolution No. 2020-182:** Approving the purchase and delivery of three (3) 2020 Arboc Spirit of Mobility buses from A-Z Bus Sales of Sacramento, California, to replace existing midsize buses in accordance with the City's Transit Asset Management Plan, through the California Association for Coordinated Transportation (CalACT) and the Morongo Basin Transit Authority (MBTA) Purchasing Cooperative, to which the City of Turlock is a cooperative member, in an amount not to exceed \$594,477 (Fund 425), without compliance to formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6)
- K. **Resolution No. 2020-183:** Adopting a revised Disadvantaged Business Enterprise (DBE) Program goal for Federal Fiscal Years 2021-2023 in accordance with Federal Transit Administration (FTA) regulations
- L. **Resolution No. 2020-184:** Approving and certifying a Public Transportation Agency Safety Plan (PTASP) for the City of Turlock for Fiscal Year 2020-21
- M. **Resolution No. 2020-185:** Adopting a revised Title VI Civil Rights Program update for Federal Fiscal Years 2021-2023 in accordance with Federal Transit Administration (FTA) regulations
- N. 1. **Resolution No. 2020-186:** Accepting a donation from Fletcher Landscape Maintenance to be used for the City of Turlock Active Military Banner Program in the amount of \$1,400 to be appropriated into revenue account number 269-60-614-414.37200_000 "Donations General" and expenditure account number 269-60-614-414.44001_000 "Supplies General"
2. **Resolution No. 2020-187:** Accepting a donation from Winton, Ireland, Strom & Green to be used for the City of Turlock Active Military Banner Program in the amount of \$1,000 to be appropriated into revenue account number 269-60-614-414.37200_000 "Donations General" and expenditure account number 269-60-614-414.44001_000 "Supplies General"
3. **Resolution No. 2020-188:** Accepting a donation from Firehouse to be used for the City of Turlock Active Military Banner Program in the amount of \$5000 to be appropriated into



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- revenue account number 269-60-614-414.37200_000 "Donations General" and expenditure account number 269-60-614-414.44001_000 "Supplies General"
- O. **Resolution No. 2020-189**: Accepting an allocation of funds and appropriating funds for the Tire Derived Product Grant from the Department of Resources Recycling and Recovery (CalRecycle) in the amount of \$150,000 to be appropriated into revenue account number 269-60-614-379.35720 "Tire Derived Product Grant" and expenditure account number 269-60-614-379.47177 "Tire Derived Product Grant Expense" and approving the purchase of two hundred thirty-seven (237) Super Sacks of Rubber Bark from Tire Derived Products for Landscaping for the Parks, Recreation and Public Facilities Department in an amount not to exceed \$150,000
- P. **Motion**: Approving Amendment No. 1 to an Agreement between the City of Turlock and Polydyne, Inc. of Riceboro, Georgia, for Anionic Emulsion Polymer for the Municipal Services Department, with a term of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms
- Q. **Motion**: Approving Amendment No. 1 to an Agreement between the City of Turlock and Polydyne, Inc. of Riceboro, Georgia, for Cationic Emulsion Polymer for the Municipal Services Department, with a term of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms
- R. **Motion**: Approving Amendment No. 1 to an Agreement between the City of Turlock and Carollo Engineers for Engineering and Construction Management Services for Chemical System Upgrades Project at the Regional Water Quality Control Facility (RWQCF), expanding the scope of work and increasing the compensation in the amount of \$241,950, for a total contract amount not to exceed \$968,374 (non-general fund), over the five-year term of the Agreement, if all renewal periods are exercised
- S. **Resolution No. 2020-190**: Accepting an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the Federal FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$26,846, and appropriating said funds to account number 266-20-255-341.35720_006 "Revenue JAG Grant 2020-DJ-BX-0188" and account number 266-20-255-341.51107_010 "JAG Expenses 2020-DJ-BX-0188" in Fund 266 "Police Services Grants"
- T. *Removed for separate consideration.*
- U. **Resolution No. 2020-191**: Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19
- V. **Resolution No. 2020-192**: Adopting the 2021 City Council meeting schedule in accordance with Turlock Municipal Code Section 2-1-02
- 9T. **Resolution**: Approving modifications to the job description for the positions of Animal Control Officer and Animal Control Officer, Sr., effective December 8, 2020

Councilmember Monez spoke regarding clarification needed and requested this item be continued to the January 12, 2021 City Council meeting.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, Continuing this item to the January 12, 2021 City Council meeting. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes



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10. FINAL READINGS: None

11. PUBLIC HEARINGS: None

12. ACTION ITEMS:

- A. Interim Development Services Director Nathan Bray presented the staff report on the request to award bid and approve an Agreement in the amount of \$4,116,000 (Non-General Fund – Fund 420) with Clark Bros., Inc., of Fresno, California and adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for City Project No. 20-027 "City Wide Chlorination" AND appropriate \$208,000 to account number 420-52-551.51367 "Chlorination of Well Sites (21)" to be funded from Fund 420 "Water" unallocated reserves to provide necessary funding for City Project No. 20-027 "City Wide Chlorination"

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of public spoke:

Cheryl Reiland
Milt Triewailer
Robert Puffer

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

Council and staff further discussed this item.

Action: Motion by Councilmember Larson, seconded by Councilmember Franco, Awarding bid and approving an Agreement in the amount of \$4,116,000 (Non-General Fund – Fund 420) with Clark Bros., Inc., of Fresno, California and adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for City Project No. 20-027 "City Wide Chlorination". Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

Resolution No. 2020-193: Appropriating \$208,000 to account number 420-52-551.51367 "Chlorination of Well Sites (21)" to be funded from Fund 420 "Water" unallocated reserves to provide necessary funding for City Project No. 20-027 "City Wide Chlorination" as introduced by Councilmember Larson, seconded by Councilmember Franco, and carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- B. Item removed from the agenda.

Mayor Bublak opened public participation. No one spoke. Mayor Bublak closed public participation.

- C. City Attorney Douglas L. White presented the staff report on the request to repeal Resolution No. 2018-191 concerning Voluntary Campaign Contribution Limits established by the City Council and accept the Campaign Regulations and Contribution Limits established by the Political Reform Act, as amended by AB 571

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of public spoke:

Micah Littlepage
Milt Trieweller
Mary Jackson

Mayor Bublak closed public participation.

Council and staff further discussed this item.

Councilmember Larson introduced a modified motion to separate the recommended action into two separate motions (actions) for voting purposes. Councilmember Nosrati seconded the modified motion.

Action: **Resolution No. 2020-194:** Repealing Resolution No. 2018-191 concerning Voluntary Campaign Contribution Limits established by the City Council as introduced by Councilmember Larson, seconded by Councilmember Nosrati, and carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes



DRAFT

Action: **Resolution No. 2020-195:** Accepting the Campaign Regulations and Contribution Limits established by the Political Reform Act, as amended by AB 571 as introduced by Councilmember Franco, seconded by Councilmember Monez, and carried 3/2 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
No	No	Yes	Yes	Yes

- D. City Manager Toby Wells presented the staff report on the request to authorize the City Manager to execute Agreements with the California Department of Tax and Fee Administration for implementation of Measure A, "City of Turlock, 911 Safety/Emergency Medical Response, Community Services Measure", a Local Transactions and Use Tax, and any additional documents needed for the Department to implement the tax AND authorize the examination of the Local Transactions (Sales) and Use Tax records

Mayor Bublak opened public participation.

The following members of public spoke:

Milt Trieweiler

Mayor Bublak closed public participation.

Council discussed this item.

Action: **Resolution No. 2020-196:** Authorizing the City Manager to execute Agreements with the California Department of Tax and Fee Administration for implementation of Measure A, "City of Turlock, 911 Safety/Emergency Medical Response, Community Services Measure", a Local Transactions and Use Tax, and any additional documents needed for the Department to implement the tax as introduced by Councilmember Larson, seconded by Councilmember Franco, and carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

Resolution No. 2020-197: Authorizing the examination of the Local Transactions (Sales) and Use Tax records as introduced by Councilmember Larson, seconded by Councilmember Franco, and carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- E. Request to authorize the acceptance of an allocation of funds, execution of a grant agreement, and commitments necessary to administer the U.S. Department of Justice (DOJ) Community Oriented Policing Services (COPS) Grant, in an amount not to exceed \$500,000, with a projected cost of \$1,274,938 for the hiring of four (4) police officers, for three (3) years

each, with COPS grant funding of \$125,000 per officer for the grant total of \$500,000 over the three (3) year grant period and projected City match funds of \$774,938 over the three (3) year grant period and appropriate \$500,000 to revenue Account Number 266-20-255-361.35720 "Police Grants - COPS" and \$1,274,938 to Salary and Benefits expenditure accounts in Fund 266-20-255-361 "Police Grants - COPS" AND appropriate \$774,938 for City match funds and \$189,484 for related equipment needs from the General Fund unallocated reserves with revenue generated from cannabis activity through a transfer from Account Number 110-20-210.48001_220 "Transfers Out to Fd 266 COPS Grant Match" to Account Number 266-20-255-361.38001_220 "Transfers In COPS Grant Match" for FY 2020-2021

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of public spoke:

Cheryl Reiland
 Robert Puffer
 Micah Littlepage
 Milt Trieweiler

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

Action: **Resolution No. 2020-198:** Authorizing the acceptance of an allocation of funds, execution of a grant agreement, and commitments necessary to administer the U.S. Department of Justice (DOJ) Community Oriented Policing Services (COPS) Grant, in an amount not to exceed \$500,000, with a projected cost of \$1,274,938 for the hiring of four (4) police officers, for three (3) years each, with COPS grant funding of \$125,000 per officer for the grant total of \$500,000 over the three (3) year grant period and projected City match funds of \$774,938 over the three (3) year grant period and appropriating \$500,000 to revenue Account Number 266-20-255-361.35720 "Police Grants - COPS" and \$1,274,938 to Salary and Benefits expenditure accounts in Fund 266-20-255-361 "Police Grants - COPS" as introduced by Councilmember Franco, seconded by Councilmember Larson, and carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

Resolution No. 2020-199: Appropriating \$774,938 for City match funds and \$189,484 for related equipment needs from the General Fund unallocated reserves with revenue generated from cannabis activity through a transfer from Account Number 110-20-210.48001_220 "Transfers Out to Fd 266 COPS Grant Match" to Account Number 266-20-255-361.38001_220 "Transfers In COPS Grant Match" for FY 2020-2021 as introduced by

Councilmember Franco, seconded by Councilmember Larson, and carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

13. CITY MANAGER REPORTS/UPDATES:

A. Administrative Services

1. Monthly Budget Update

City Manager Toby Wells provided the monthly budget update for Fiscal Year 2020-2021 through October 31, 2020 including COVID-19 impacts to revenues and expenses.

2. CARES Act Update

City Manager Toby Wells provided an update regarding the CARES Act including status of the business grant program, VOLT scholarship (agreement in place with Opportunity Stanislaus), funding for the RAD card program, the RFP for the marketing program having not received any responses and a recommendation to allocate the unused funding for this program to the small business grant program.

3. Procurement Card Program

City Manager Toby Wells provided information regarding the procurement card program including oversight of the individual procurement cards, established policies and procedures, and auditing requirements.

Council and staff discussed this item and provided direction to staff to update the procurement card program policy.

4. Procurement Authority Limits for Contracts

City Manager Toby Wells provided information regarding the procurement authority limits related to the approval of contracts including Turlock Municipal Code changes that occurred in 2019 setting authority limits for the City Manager at \$50,000, provided an overview of the contracts authorized by the City Manager since January 1, 2020, and spoke regarding this being a policy decision of the Council.

Council and staff discussed this item and requested further discussion at a future meeting.

B. Fire Department

1. COVID-19 Update

Interim Fire Chief Gary Carlson provided an update regarding COVID-19 including an increase of COVID-19 cases, tiered rating system, ICU capacity threshold, issuance of a new regional stay at home order, assignment of Stanislaus County to the San Joaquin region, and administration of the COVID-19 vaccines.



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Interim Fire Chief Carlson also provided an update on the Santa truck program/schedule.

- C. Parks, Recreation and Public Facilities
 - 1. Columbia Park Update

Parks, Recreation and Public Facilities Director Allison Van Guilder provided an update regarding the Columbia Park Master Plan including the upcoming Parks, Arts and Recreation Commission meeting on December 9, 2020 which will include a presentation of the survey results and preparation of a recommended action for Council's consideration.

14. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Nosrati requested a discussion regarding alignment with Stanislaus County to strategically address homelessness (funding, resources, and services).

Mayor Bublak requested focus on economic development.

15. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS:

Councilmember Larson congratulated the new Councilmembers on their election and expressed gratitude for the community and staff who participated in the Christmas Cruise and Tour of Lights.

Councilmember Nosrati congratulated the new Councilmembers on their election and commended City staff for the development of the Christmas Cruise.

Councilmember Franco expressed gratitude to her family, friends, and those who voted for her and expressed her desire to make a difference and commitment to transparency.

Councilmember Monez expressed thanks to her campaign volunteers, friends, family, and those who voted for her, addressing issues being brought to her attention, and expressed appreciation to the City Manager for setting up the Council goal planning workshop.

Mayor Bublak expressed thanks to previous Councilmembers Arellano and Esquer for their service, welcomed the new Councilmembers, spoke regarding her upcoming trip to Washington, D.C. in January 2021 to address City needs with local representatives, and shared information about the Christmas light show at the Light of Christ Lutheran Church on Crowell Road.

16. CLOSED SESSION:

City Attorney Jennifer Land introduced the Closed Session Items.

- A. Threat to Public Services or Facilities, Cal. Gov't Code §54957(a)
"This chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public

services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities."

Consultation with: City Manager Toby Wells and City Attorney Douglas L. White

B. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)

"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Designated Representative: City Manager Toby Wells

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employees Association

Employee Organization: Turlock Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.

C. Conference with Legal Counsel – Initiation of Litigation, Cal. Gov't Code §54956.9(d)(4)

"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."

Potential Case: (1 case)

D. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Paul Moore

Agency Claimed Against: City of Turlock

E. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: John Weddle

Agency Claimed Against: City of Turlock

17. REPORTS FROM CLOSED SESSION:

City Clerk Jennifer Land reported for Closed Session Items 16A, 16B, and 16C that Council provided direction to staff, but no reportable action was taken.

City Clerk Jennifer Land reported for Closed Session Items 16D (Claim Filed Against the City by Paul Moore) and 16E (Claim Filed Against the City by John Weddle) the City Council by a 5/0 vote rejected these claims for damages.

18. ADJOURNMENT

Mayor Bublak adjourned the regular meeting at 10:22 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Deputy City Clerk
Jennifer Land, City Clerk

6B2

JANUARY 5, 2021
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting
Turlock City Council

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 6:02 p.m.

B. **SALUTE TO THE FLAG**

Mayor Bublak announced the Council meeting is being held via the Zoom system and will not be streamed on the City's website, YouTube, and Spectrum Channel 2.

Mayor Bublak announced that members of the public will be given the opportunity to address the Council during public participation and noted the City Clerk will provide additional details once we near the public participation section of the meeting.

C. **ROLL CALL:**

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Nicole Larson, Andrew Nosrati, Pam Franco, Rebecka Monez, and Mayor Amy Bublak.

ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

*City Clerk Jennifer Land announced that members of the public will be given the opportunity to address Council concerning any item that has been described in the notice for this meeting. For those who are interested in addressing the Council, please press the "raise hand" feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*

Members of the public will be allotted three (3) minutes for comments and will be taken in the order of which requests are received. When it is a member's turn to speak, they will hear an automated prompt indicating their line has been unmuted – and that is when the three (3) minutes will begin.

Lastly, we request members who choose to address the Council to please state their first and last name in the event any follow up is needed; however, this is not mandatory.

1. **PUBLIC PARTICIPATION:**

The following members of the public spoke:

Becky Arellano
Catherine Doo
Mike Melendez
Member of the public
Bill DeHart
Member of the public

Council discussed the process for how this meeting was scheduled and noticed and the participation of legal representation in Closed Session.



DRAFT

2. CLOSED SESSION:

City Clerk Jennifer Land introduced the Closed Session Items.

- A. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
Title: City Attorney
- B. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
Title: City Manager

3. REPORTS FROM CLOSED SESSION:

City Clerk Jennifer Land reported for the Closed Session Items that no reportable action was taken.

4. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at approximately 10:20 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
City Clerk

JANUARY 7, 2021
10:00 a.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting
Turlock City Council

0. A. CALL TO ORDER – Mayor Bublak called the meeting to order at 10:01 a.m.

B. SALUTE TO THE FLAG

Mayor Bublak announced the Council meeting is being streamed on the City's website, YouTube, and Spectrum Channel 2 and advised members of the public may participate in the meeting via the Zoom system.

Mayor Bublak also announced that members of the public will be given the opportunity to address the Council during public participation and noted the City Clerk will provide additional details once we near the public participation section of the meeting.

C. ROLL CALL:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Nicole Larson, Andrew Nosrati, Pam Franco, Rebecka Monez, and Mayor Amy Bublak.

ABSENT: None

D. DECLARATION OF CONFLICTS: None

*City Clerk Jennifer Land announced that members of the public will be given the opportunity to address Council concerning any item that has been described in the notice for this meeting. For those who are interested in addressing the Council, please press the "raise hand" feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*

Members of the public will be allotted three (3) minutes for comments and will be taken in the order of which requests are received. When it is a member's turn to speak, they will hear an automated prompt indicating their line has been unmuted – and that is when the three (3) minutes will begin.

Lastly, we request members who choose to address the Council to please state their first and last name in the event any follow up is needed; however, this is not mandatory.

1. PUBLIC PARTICIPATION:

The following members of the public spoke:

Becky Arellano
 Alyssa O'Neill
 Member of the public
 Micah Littlepage
 Darelyn Silveira
 Lisette Sims
 Mike Melendez
 Michelle Park

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Milt Trieweller
Donna Endsley
Member of the public
Catherine Doo read a statement on behalf of Mary Jackson
WCAMStudios
DJ Fransen
Bill DeHart
Robert Puffer

Councilmember Nosrati expressed concerns with the Closed Session matters, raised objections to holding Closed Session discussions without legal representation specializing in human resource law, noted concerns with the new Councilmembers having not completed ethics and Brown Act training, and introduced a motion to table the Closed Session items until the new Councilmembers have received necessary certifications and with the presence of legal counsel specializing in human resource law. Councilmember Larson seconded the motion.

Action: Motion by Councilmember Nosrati, seconded by Councilmember Larson, Tabling the Closed Session Items until certification is completed by the newly elected officials on ethics and Brown Act violations and with the assurance of the presence of legal counsel specializing in HR law for all future Closed Session on these matters. Motion failed 2/3 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	No	No	No

2. CLOSED SESSION:

City Clerk Jennifer Land introduced the Closed Session Items.

A. Public Employee Discipline/Dismissal/Release, Cal. Gov't Code §54957(b)(1)

3. REPORTS FROM CLOSED SESSION:

City Clerk Jennifer Land reported during Closed Session the City Council took action to place the City Manager on investigatory leave in accordance with his employment agreement.

The results of the roll call vote are as follows:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
No	No	Yes	Yes	Yes

4. ACTION ITEMS:

A. Possible action regarding Agreement for City Attorney Services

Mayor Bublak read a letter of resignation received from the City Attorney firm of Churchwell White LLP, effective February 28, 2021.

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Mayor Bublak opened public participation. No one spoke. Mayor Bublak closed public participation.

Council discussed this item including concerns with the process and expressed thanks to Churchwell White LLP and City Attorney Douglas L. White for their/his service to the City of Turlock.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, Accepting the letter of resignation by the City Attorney firm of Churchwell White LLP. Motion carried 3/2 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
No	No	Yes	Yes	Yes

5. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 1:53 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
City Clerk

City Council Staff Report

February 23, 2021



6C

From: Nathan Bray, P. E.
Interim Director of Development Services / City Engineer

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

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Final Map and Subdivision Improvement Agreement with KB Home North Bay, LLC, conditioned upon construction of improvements for the Les Chateaux subdivision (Development Project No. 14-76)

2. SYNOPSIS:

This action will approve the final map and subdivision improvement agreement conditioned upon construction of improvements for a residential subdivision.

3. DISCUSSION OF ISSUE:

The Les Chateaux subdivision will include the development of approximately 19.7 acres into 60 single-family residential lots and one (1) approximately 1.22-acre storm drainage basin within the East Tuolumne Master Plan (ETMP) Area. The project will be developed generally in accordance with the standards established for the R-L (ETMP) zoning district consistent with the property's Low Density Residential General Plan land use designation. Typical lot sizes range from approximately 7,103 square feet to 21,196 square feet. The Planning Commission approved the vesting tentative subdivision map for the Les Chateaux subdivision after holding a public hearing on March 5, 2015. A copy of the meeting minutes pertaining to the Les Chateaux subdivision is attached as Exhibit "A" to the Staff Report. The proposed subdivision is located at 3007 East Tuolumne Road (Stanislaus County APN 073-013-004).

The division of land for development is subject to the requirements and procedures in the California Subdivision Map Act. The division of land into four (4) or less parcels is executed through the parcel map process. The division of land into five (5) or more parcels is executed through the subdivision map process. Since the Les Chateaux subdivision is a division of a portion of an existing parcel into 60

single-family residential parcels and one approximately 1.22-acre storm drainage basin, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute a Subdivision Improvement Agreement. A Subdivision Improvement Agreement allows the developer to install the improvements within a specified amount of time after recordation of the final map, and also establishes the security device to guarantee completion of the improvements. In an effort to expedite the recordation of the final map, the developers of the Les Chateaux subdivision have chosen to execute a Subdivision Improvement Agreement.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote orderly development. The final map is conditioned upon construction of the necessary improvements for the Les Chateaux subdivision. The Subdivision Improvement Agreement, when executed, will ensure that the developer installs the improvements within a specified amount of time.

4. BASIS FOR RECOMMENDATION:

- A. Per Section 66458 of the Subdivision Map Act, the City Council must approve all final maps.

5. FISCAL IMPACT / BUDGET AMENDMENT:

This action will pave the way for construction of new homes and related infrastructure identified in the Les Chateaux subdivision.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

On December 9, 2014, the City Council adopted a Mitigated Negative Declaration for the update to the East Tuolumne Master Plan. On March 5, 2015 the Planning Commission adopted a Mitigated Negative Declaration for the Le Chateaux vesting tentative subdivision map (VTSM 2014-03). This action does not alter the previous determination and therefore no additional determination is needed at this time.

8. ALTERNATIVES:

- A. Council could approve the Final Map with modifications to the subdivision improvement agreement. Staff does not recommend this alternative as the Final Map substantially conforms to the Tentative Map and is technically accurate in accordance with the Subdivision Map Act.
- B. Council could reject the Final Map. Staff does not recommend this alternative as the Subdivision Map Act specifies that if the Final Map conforms to the Map Act and the City of Turlock Municipal Code, then the Subdivision Map must be approved. Staff has determined that said map does conform to the Municipal Code and the Subdivision Map Act.

EXHIBIT A

MARCH 5, 2015

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

MINUTES

Regular Meeting

Turlock Planning Commission

-
- A. CALL TO ORDER** – Chairwoman Fregosi called the meeting to order at 6:05 p.m.
PRESENT: Commissioners Eric Gonsalves, Nick Hackler (arrived at 6:10PM), Steve Hallam, Jeff Hillberg, Victor Pedroza (arrived at 6:55 PM), and Chairwoman Fregosi.
PRESENT: Alternate Commissioner Ashour Badal.
ABSENT: Commissioner Bean
- B. APPROVAL OF MINUTES** – Chairwoman Fregosi noted that the approval of minutes would be done under Item I – Commissioner's Consideration.
- C. ANNOUNCEMENTS**
1. **Green Sheets:** Debbie Whitmore noted the green sheets for Items G1 and G2 – Fairbanks Ranch and Les Chateaux subdivision maps.
 2. **Disclosure of Ex Parte Communications:** Debbie Whitmore advised the Commission of this procedure.
- D. 1. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**
Commissioner Gonsalves advised that he will be recusing himself from Item G3 – Amendment to the City of Turlock Zoning Regulations to prohibit the issuance of a mobile food facility permit on private property located in certain downtown overlay districts because he provided comment on this matter at a previous public meeting.
- 2. DISCLOSURE OF EX PARTE COMMUNICATIONS**
The following agenda items are subject to this requirement. Debbie Whitmore advised that the Commission will disclose Ex Parte Communications immediately following the introduction of the item.
- Chairwoman Fregosi advised that she had met with staff prior to this meeting to review the agenda.
- **G.1 VESTING TENTATIVE SUBDIVISION MAP 2014-04 (CHRIS HAWKE – FAIRBANKS RANCH)**
 - **G.2 VESTING TENTATIVE SUBDIVISION MAP 2014-03 (RON KATAKIS – LES CHÂTEAUX).**
- E. PUBLIC PARTICIPATION**
None
- F. CONSENT CALENDAR**

Commissioner Hallam asked that Item F1 – 2014 General Plan Implementation Report, be pulled from the Consent Calendar.

Commissioner Hallam asked about the timing on the expressway for the east side of Turlock. Mike Pitcock responded that due to a lack of funding this project is currently on hold.

1. **2014 General Plan Implementation Report:** The California Government Code (Section 65400 (b)) requires that an annual report on the implementation of the General Plan be submitted to the Legislative Body.
 - a) Planning Commission determination that the 2014 General Plan Implementation Report is in compliance with the California Government Code [Section 65400 (b)] having determined that this action is "exempt" from the provisions of CEQA.
1. **2015 Update to the City of Turlock CEQA Implementation Guidelines:** Under California law, each public agency must adopt local implementation guidelines to establish objectives, criteria, and specific procedures for administering its responsibilities under the California Environmental Quality Act (CEQA) and CEQA Guidelines (§15022).
 - a) Planning Commission determination that the 2015 Update to the City of Turlock CEQA Implementation Guidelines is in compliance with the California Government Code (§15022) having determined that this action is "exempt" from the provisions of CEQA.

Commissioner Hackler arrives.

MOTION: Commissioner Hillberg moved, Commissioner Hallam seconded, that the Planning Commission accept the Consent Calendar as presented. Motion carried unanimously with Commissioner Hackler abstaining, and Commissioners Bean and Pedroza absent.

G. PUBLIC HEARINGS

***CONSENT ITEMS**

None

NONCONSENT ITEMS

Ex-Parte Disclosures:

Commissioner Hallam advised that he had communication with Ms. Whitmore concerning the rural urban edge of the East Tuolumne Master Plan. He also spoke to Director Pitcock concerning the standards for Waring Road.

Commissioner Hillberg advised that he had communication with Mr. Katakis concerning a personal matter.

1. *This item was continued from the February 5th meeting.* **VESTING TENTATIVE SUBDIVISION MAP 2014-04 (CHRIS HAWKE – FAIRBANKS RANCH)** To subdivide approximately 40.6 acres into 129 single-family residential lots and one approximately 2.33 acre storm drainage basin within the East Tuolumne Master Plan (ETMP) Area. The subject property is located at 2707 East Tuolumne Road (Stanislaus County APN 073-013-003).

Katie Quintero presented the staff report for Item G.1 - VTSM 2014-04 Fairbanks Ranch and Item G.2 - VTSM 2014-03 Les Chateaux concurrently. She noted that these are two separate map applications which can be developed separately. Katie provided information on how the East Tuolumne Master Plan meets current General Plan Policies, and noted that these maps also meet current adopted policy. She provided a rendering

of the wall proposed along Waring Road, and a layout of each subdivision including lot sizes and the location of storm drain basins. Katie advised of the findings that need to be made to approve a subdivision map, and noted that each map complies exactly with what was adopted in the amended East Tuolumne Master Plan and updated General Plan. Staff is recommending approval of both maps.

Chris Hawke thanked staff for their work in bringing the projects forward, and asked for the Commission's approval.

Public Hearing:

Chairwoman Fregosi opened the public hearing.

Milt Trieweiller spoke about the type of vegetation that would be required in response to the current drought and water supply, and asked if the storm basins were in a recharge area.

Debbie Whitmore responded that generally the northeast portion of Turlock is in a recharge area. She advised that single family units are subject to the new water model landscape ordinance, but it is up to the property owner as to what to plant.

Hearing no additional comment, Chairwoman Fregosi closed the public hearing.

MOTION: Commissioner Hillberg moved, Commissioner Hackler seconded, that the Planning Commission adopt a Mitigated Negative Declaration of Environmental Effect and the Mitigation Monitoring Program having made the findings in draft Planning Commission Resolution 2015-01 as amended. Motion carried unanimously with Commissioners Bean and Pedroza absent.

MOTION: Commissioner Hillberg moved, Commissioner Badal seconded, that the Planning Commission approve Vesting Tentative Subdivision Map No. 2014-04-Fairbanks Ranch, having determined that the appropriate findings have been made, subject to the conditions of approval listed in draft Planning Commission Resolution 2015-01 as amended. Motion carried unanimously with Commissioners Bean and Pedroza absent.

2. *This item was continued from the February 5th meeting.* **VESTING TENTATIVE SUBDIVISION MAP 2014-03 (RON KATAKIS – LES CHÂTEAUX).** To subdivide approximately 19.7 acres into 60 single-family residential lots and one approximately 1.22 acre storm drainage basin within the East Tuolumne Master Plan (ETMP) Area. The subject property is located at 3007 East Tuolumne Road (Stanislaus County APN 073-013-004).

Katie Quintero presented the staff report as noted under Item G.1.

Public Hearing:

Chairwoman Fregosi opened the public hearing.

Milt Trieweiller, spoke about information available on the website NASA.gov concerning global climate change, the impacts of the drought in relation to residential development.

A member of the audience commented on the landscaping and proposed wall along Waring Road, and asked if a wall would be required along the lots at Waring and Hawkeye.

Katie Quintero noted that current General Plan policy requires a buffer adjacent to agricultural land, but that each project would be evaluated at the time it came forward.

Hearing no additional comment, Chairwoman Fregosi closed the public hearing.

Commissioner Hallam commented that he cannot support the requirement for curb, gutter and sidewalk facing a rural edge, and cannot make Finding No. 3 – "That the site is physically suited for the type of the proposed development." He noted that although General Plan policy 6.1 establishes the edge, an urban street standard is not appropriate in these areas.

Chairwoman Fregosi commented about water conservation in relation to the comment that agriculture uses of water total 80% of the overall usage. She said the Plan that was adopted was the best option, and said her preference for the landscaping along the Waring Road wall would be something that did not require watering.

Debbie Whitmore noted that landscaping in a public right-of-way is subject to the new water efficient landscape ordinance.

MOTION: Commissioner Hackler moved, Commissioner Badal seconded, that the Planning Commission adopt a Mitigated Negative Declaration of Environmental Effect and the Mitigation Monitoring Program having made the findings in draft Planning Commission Resolution 2015-02. Motion carried unanimously with Commissioners Bean and Pedroza absent.

MOTION: Commissioner Hackler moved, Commissioner Badal seconded, that the Planning Commission approve Vesting Tentative Subdivision Map No. 2014-03 – Les Chateaux, having determined that the appropriate findings have been made, subject to the conditions of approval listed in draft Planning Commission Resolution 2015-02 as amended. Motion carried with Commissioner Hallam dissenting, and Commissioners Bean and Pedroza absent.

Commissioner Pedroza arrives.

To avoid the appearance of a conflict of interest, Commissioner Gonsalves leaves the room.

3. **AMENDMENT TO THE CITY OF TURLOCK ZONING REGULATIONSTO PROHIBIT THE ISSUANCE OF A MOBILE FOOD FACILITY PERMIT ON PRIVATE PROPERTY LOCATED IN CERTAIN DOWNTOWN OVERLAY DISTRICTS:** To prohibit the issuance of temporary, on-site mobile food facility permits pursuant to TMC Section 9-2-125 (Mobile food facilities) in three Downtown Overlay Districts – Downtown Core, Downtown Core Transition, and Office/Residential.

Debbie Whitmore provided a definition of the two types of food vendor permits, street vendors and mobile food facilities, and outlined the restrictions of each. She reviewed the regulatory history of how the City has permitted mobile food vendors; the current permitting process; and the findings for permit issuance including the requirement to

meet Building and Fire codes. Debbie reviewed the goals established by the Downtown Plan. She noted that there are no mobile food vendors currently located in Downtown, and that the moratorium may have deterred a vendor from submitting an application. She advised that the moratorium is currently not in place, and that this amendment would establish a permanent restriction on mobile food facilities in the Downtown districts.

Public Hearing:

Chairwoman Fregosi opened the public hearing. Hearing no comments, Chairwoman Fregosi closed the public hearing.

Commissioner Pedroza commented that he does not support the ban on mobile food vendors in the downtown zoning districts because they provide a service that other vendors do not.

Commissioner Hillberg said he agrees that mobile food vendors should not be banned in the downtown zoning districts.

Commissioner Hackler asked if a food truck area similar to Center Street would also be banned in the downtown zoning districts.

Debbie Whitmore said a food truck court would require a Conditional Use Permit and public hearing before the Planning Commission because it is not a part of the zoning code.

Chairwoman Fregosi asked how many properties in the downtown zoning districts could accommodate food trucks.

Debbie Whitmore responded there were approximately 10 lots allowing for one truck per lot.

Commissioner Hallam commented on the current renaissance of Turlock's downtown and said he supports the prohibition of mobile food trucks in the three downtown zoning districts.

Commissioner Pedroza commented that mobile food vendors may provide a unique product not currently offered in Downtown, and that the prohibition signaled they could not locate there.

Chairwoman Fregosi commented on the need for mobile food vendors, and said she would support a mobile food court, but not in the downtown area.

Commissioner Hackler commented that from a business standpoint people have to start somewhere. He asked how both concepts could be merged together and suggested that the establishment of a fee structure similar to what "brick and mortar" businesses pay needs to be considered.

MOTION: Commissioner Hallam moved, Commissioner Badal seconded, that the Planning Commission recommends that the City Council amend TMC 9-2-125 (Mobile Food Facilities) to prohibit the issuance of a mobile food facility permit on private property located in three Downtown Overlay districts (Downtown Core, Downtown Core Transition, and Office/Residential), having determined that the

amendments are exempt from CEQA pursuant to Sections 15061(b)(3) and 15183 of the CEQA Guidelines and pursuant to the findings contained in draft Planning Commission Resolution No. 2015-05. Chairwoman Fregosi called for the vote. Commissioner Pedroza asked for a roll call vote. Due to the following tie vote, motion fails:

AYES:	Badal, Hallam, and Fregosi
NOES:	Hackler, Hillberg and Pedroza
ABSTAINED:	None
NOT PARTICIPATING:	Gonsalves
ABSENT:	Bean
NON-VOTING:	None

Commissioner Gonsalves is re-seated.

At the request of staff, Chairwoman Fregosi calls for a 5-minute recess at 7:18 PM.

To avoid the appearance of a conflict of interest, Commissioner Gonsalves leaves the room.

Chairwoman Fregosi re-convenes the meeting at 7:24PM.

Debbie Whitmore suggested that the Planning Commission may wish to make a recommendation on this ordinance amendment to move the item on to the City Council.

MOTION: Commissioner Hillberg moved, Commissioner Pedroza seconded, that the Planning Commission refer the amendment to TMC 9-2-125 (Mobile Food Facilities), prohibiting the issuance of a mobile food facility permit on private property located in three Downtown Overlay districts (Downtown Core, Downtown Core Transition, and Office/Residential), to the City Council for their consideration. Motion carried unanimously with Commissioner Bean absent and Commissioner Gonsalves not participating.

Commissioner Gonsalves is re-seated.

4. **COMPREHENSIVE UPDATE TO THE CITY OF TURLOCK ZONING REGULATIONS:** A comprehensive update to the Turlock Zoning Regulations (Title 9 of the Turlock Municipal Code). The proposed changes will be citywide and will affect the permitting requirements for uses, development standards, and permitting processes in all zoning districts.

Debbie Whitmore provided an overview of the comprehensive zoning ordinance update. She advised that changes in Chapter 1 include definitions and some minor rewording to improve clarity.

Adrienne Werner reviewed the changes to Chapter 2 concerning accessory structures. She clarified what could be defined as an accessory structure, how many structures could be allowed on one property, accessory structures abutting public alleys, front yard entry features and shade structures. Adrienne noted the revisions to this section of the code as agreed to by the Planning Commission:

1. Detached accessory structures cannot exceed 15-feet in overall height.
2. Detached accessory structures taller than 7-feet would have to maintain a 5-foot setback from all property lines.
3. Detached accessory structures taller than 7-feet must share compatible architecture with the main house.
4. Exception to allow entry features to exceed 3-feet in height in the front yard setback.
5. Second dwellings cannot take advantage of the reduced setbacks for detached accessory structures.
6. Detached accessory structures located off a 20-foot public alley can be located on the property line (i.e. zero lot line).

Commissioner Hackler asked if a pool and pool house would be included in the square footage maximum. Staff responded that if it is not above the fence line it will not count.

Debbie Whitmore noted additional changes to Chapter 2 concerning building projections into yards, landscaping and irrigation.

Commissioner Hallam asked if the ordinance referring to the water efficiency law makes exceptions to land use permits that do not include landscape, and suggested that a sentence for clarification such as, "land use permit that triggers landscaping" would be helpful.

Debbie Whitmore reviewed the changes to the regulations for recreational vehicles, campers, utility trailers, boats; salvage and wrecking yards; cargo containers; electrified fences; drive-through facilities; off-street parking and loading; nonconforming structures and uses; changes to the base zoning districts; changes to the downtown overlay district, and minor changes to the administration section.

Public Hearing:

Ken Oyer asked for clarification about businesses being operated from residences versus operating in a commercial zone. He commented about a home-based business in his neighborhood, and asked if multiple sheds used for storing business equipment and materials, were allowed in a residential neighborhood. Mr. Oyer said consideration should be given as to the purpose of a 1,000 square foot building in a residential neighborhood.

Debbie Whitmore advised that a Home Occupation Permit allows for up to 400 square feet of storage for the permitted home-based business. She noted that it is difficult to verify business versus personal use in regards to storage.

Milt Trieweiller commented about residential water percolation.

Hearing no additional public comment, Chairwoman Fregosi closed the public hearing.

Commissioner Hackler commented that he supports what is being moved forward in the Zoning Ordinance Update.

Commissioner Hallam asked for a change to the language concerning land use permits and the new water standards.

MOTION: Commissioner Hallam moved, Commissioner Hillberg seconded, that the Planning Commission recommends that the City Council repeal Title 9 (Zoning Regulations) and replace the title with the proposed

amendments, having determined that the amendments are exempt from CEQA pursuant to Sections 15061(b)(3) and 15183 of the CEQA Guidelines and pursuant to the findings contained in draft Planning Commission Resolution No. 2015-04, 9-2-109 including the modification of TMC Section 9-2-109(b) clarifying that the landscaping and irrigation standards contained in this section apply only to development projects that are subject to the State-mandated Water Efficiency Landscaping Ordinance. Motion carried unanimously with Commissioner Bean absent.

Debbie Whitmore advised that the Planning Commission could also recommend approval of an amnesty program as requested by a local business owner, including a reduction in fees, for existing cargo containers that are out of compliance.

Commissioner Gonsalves asked if property owner approval would be required prior to the issuance of a cargo container permit.

Debbie Whitmore responded that it must be the property owner that applies for the permit.

Commissioner Hillberg commented that an amnesty program, including reduced fees, is a good idea that will encourage compliance.

MOTION: Commissioner Hallam moved, Commissioner Pedroza seconded, that the Planning Commission recommends that the City Council approve an amnesty program as outlined below:

- 1) A delay in the enforcement of the provisions listed in the modified TMC 9-2-125 (Cargo Containers) for a period of 6 months; and/or
- 2) A reduction in the planning permitting fees for a 6-month period, as follows, and subsidize the permitting fees with General Fund revenues:
 - a) Reduce the cost of the Minor Discretionary Permit required for commercial and industrial zoned properties from \$1,475 to \$345; and
 - b) Reduce the cost of the Minor Administrative Approval required for residential zoned properties from \$345 to \$170.

Motion carried unanimously with Commissioner Bean absent.

H. OTHER MATTERS
None

I. COMMISSIONERS' CONSIDERATION

APPROVAL OF MINUTES

1. **Regular Meeting of November 6, 2014** – Motion and Second (Hackler/Pedroza) to approve the minutes as presented. Motion carried unanimously with Commissioner Bean absent, and Commissioners Gonsalves, Hallam and Hillberg abstaining.

2. **Regular Meeting of February 5, 2015** – Motion and Second (Hillberg/Hackler) to approve the minutes as presented. Motion carried unanimously with Commission Bean absent.

J. **STANISLAUS COUNTY PLANNING REFERRAL ITEMS**
None

K. **COMMISSIONERS COMMENTS**

Commissioner Hallam asked that the annual League of California Cities Planners Academy be funded in the next fiscal year.

Chairwoman Fregosi commented that a retail business on Main Street continues to display merchandise on tables outside on the sidewalk.

Commissioner Pedroza commented about the status of wells being drilled in the County as asked if County requirements apply to drilling within the City limits.

Mike Pitcock responded that there is no moratorium in place at this time, and that well drilling within the City limits is not subject to County regulations.

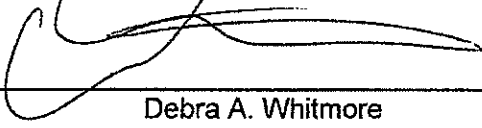
L. **STAFF UPDATES**
None

- M. **ADJOURNMENT:** Chairwoman Fregosi asked for a motion (Pedroza/Hillberg) to adjourn the meeting at 8:43 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED



Soraya Fregosi
Chair



Debra A. Whitmore
Deputy Director of Development Services

CITY OF TURLOCK
ATTENTION: CITY CLERK
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380-5456

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**CITY OF TURLOCK
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 23rd day of February, 2021, by and between the **CITY OF TURLOCK**, a municipal corporation, (hereinafter referred to as "City"), and **KB HOME NORTH BAY, LLC**, a California corporation, (hereinafter referred to as "Developer").

RECITALS

- A. Developer has presented to the City a certain Final Map of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Subdivision Map, if any, of the subdivision previously approved by the City Council of the City.
- B. The proposed subdivision of land is commonly known and described as Les Chateaux Subdivision, 3007 E. Tuolumne Road, Assessor's parcel number 073-013-004, and is herein referred to as the "Property" or the "Subdivision".
- C. Developer has requested approval of the Final Map prior to the construction and completion of the public improvements (as shown on the approved improvement plans), including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, bikeways, storm drainage facilities, sanitary sewer facilities, domestic/reclaimed water facilities, public utility facilities, landscaping, public lighting facilities, park or recreational improvements and appurtenances thereto, in or required by the Subdivision Map Act, the subdivision ordinances of the City, the Tentative Subdivision Map and development agreement, if any, approved by the City. The foregoing improvements are hereinafter referred to as the "Required Improvements".
- D. Section 11-8-101 of the Turlock Municipal Code requires that, prior to the approval by the City Council of the Final Map, Developer shall execute an improvement agreement with the City to ensure the construction of the Required Improvements.

NOW, THEREFORE, the parties agree as follows:

1. Performance of Work. Developer agrees to furnish, construct, and install at his own expense the Required Improvements as shown on the approved plans and specifications of the Subdivision, a copy of which is on file in the office of the City Engineer and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer due to errors, omissions, changes in conditions, or changes in facilities as required by the City Engineer. The approved plans and specifications of the Required Improvements may be modified by the Developer as the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the Required Improvements is **[AMOUNT IN WORDS] AND 00/100^{ths} DOLLARS (\$[AMOUNT IN NUMBERS].00)**.

2. Work: Satisfaction of City Engineer. All of the work on the Required Improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and as required by the City's current Standard Specifications and Drawings and any applicable City ordinances or state and federal laws, and to the satisfaction of the City Engineer. The Developer hereby grants access to the development for inspection purposes and agrees to notify City Engineer in advance of required inspections.

3. Deviation from Standards. If Developer deviates from the approved improvement drawings, specifications or standards, or shall construct any improvement in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give Developer written notice of such deviations, and Developer shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of Developer to make corrections of deviations, whether or not the public safety is affected, City may cause the necessary corrections to be made and shall be reimbursed by Developer at cost plus 25%. Said amount shall be paid by Developer prior to the acceptance of the Required Improvements, or may be deducted from any reimbursement due from City to Developer, or may be obtained from the performance bond.

4. Work; Time for Commencement and Performance. Work on the Required Improvements shall be completed by the Developer on or before twelve (12) months from the date of this Agreement. At least fifteen (15) calendar days prior to the commencement of such work, the Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

5. Time of Essence; Extension.

a. Time is of the essence for this Agreement.

b. Developer agrees to cause all Required Improvements to be made and constructed in said Subdivision to fully comply with the requirements of the Turlock Municipal Code regulating the subdivision of land within twelve (12) months from the date of this Agreement; provided however, that the City Manager is authorized to extend the time within

which said improvements shall be completed for four (4) additional periods not to exceed six (6) months each if he or she is of the opinion that granting the extension will not be detrimental to the public welfare. No such extension shall be made except upon the basis of a written application made by Developer stating fully the grounds of the application and the facts relied upon them for such extension. In any event, all Required Improvements must be completed within thirty-six (36) months of the date of this Agreement. In the event that Developer shall fail to complete such work within said time, City may complete the work and recover the full cost and expense thereof from Developer.

6. Improvement Security. Concurrently with the execution of this Agreement, the Developer shall furnish the City:

a. Performance Bond in the sum of **\$[AMOUNT IN NUMBERS]**, which sum is equal to one hundred percent of the total estimated cost of constructing the Required Improvements and the cost of any other obligation to be performed by Developer under this Agreement (submitted as security on encroachment permit number 18-055E, conditioned upon the faithful performance of this Agreement); and

b. Labor and Materials Bond in the sum of **\$[AMOUNT IN NUMBERS]**, which sum is equal to fifty percent (50%) of the estimated cost of constructing the Required Improvements, securing payment to the contractor, subcontractor and to persons furnishing labor, materials, or equipment to them for the construction of the Required Improvements.

c. Warranty Security in a form determined by the City Engineer and in the sum of **\$[AMOUNT IN NUMBERS]**, which sum is equal to ten percent (10%) of the total estimated cost of constructing the Required Improvements to correct deficiencies and conditions caused by Developer, contractor, or subcontractor that may arise after construction of the Subdivision.

d. The estimated total cost of Required Improvements includes a ten percent (10%) construction cost contingency, the cost of the installation of survey monuments in the Subdivision to guarantee and secure the placement of such monuments as provided by Section 66496 of the Government Code of the State of California, and an estimated utility cost in addition to ensure installation of public utilities. In lieu of providing the estimate of total utility costs, the Developer may submit, in a form acceptable to the City engineer, certification from the utility companies that adequate security has been deposited to ensure installation.

e. If the Developer has completed the Required Improvements and the City will accept the Required Improvements prior to execution of this Agreement, the Developer may provide a warranty security in accordance with Section 14 of this Agreement in lieu of the separate improvement securities required by Section 6.a. and 6.b. of this Agreement.

7. Monumentation Security. Developer shall post acceptable security to guarantee the payment of the cost of setting the monuments. The cost of setting the monuments has been determined to be **[AMOUNT IN WORDS] AND 00/100th DOLLARS (\$[AMOUNT IN NUMBERS])**. Developer shall pay the engineer or surveyor for the cost of setting the monuments within three (3) months from date of notification by the engineer or surveyor that the monuments have been set. If Developer does not pay the engineer or

surveyor within three (3) months from date of notification, the City shall pay the engineer or surveyor from the security and refund the difference, if any, to Developer.

8. Plan Checking and Inspection Fees. The Developer shall pay to the City fees for the checking, filing, and processing of improvement plans and specifications, and for inspecting the construction of the Required Improvements in the amounts and at the times established by the City.

9. Facility Fees and Reimbursements. Developer's obligation to pay for previously constructed facilities for sewer, water, or storm drainage or other public facilities which benefit the Subdivision, his obligation to pay fees in lieu of land for parks, and his right to receive reimbursement for the cost of certain facilities constructed as part of the Required Improvements for the Subdivision identified in this Agreement are as set forth in **Exhibit "A"** attached hereto.

10. Insurance. Developer shall not commence work under this Agreement until Developer has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Developer allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Developer 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 Developer, 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. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance:* Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and not seek contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) *Workers' Compensation Insurance:* Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance:* Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.

If Developer owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance*: Not required for this project.

(e) *Contractors Pollution Insurance*: Not required for this project.

(f) *Professional Liability Insurance*: When applicable, Developer shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(g) *Cyber Liability Insurance*: Not required for this project.

(h) *Deductibles and Self-Insured Retentions*: Upon request of City, 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) Developer shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(i) *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 Developer, 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 Developer's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Developer's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Developer'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 this Agreement, the insurer, broker/producer, or Developer shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(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.

(j) *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.

(k) *Verification of Coverage:* Developer 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 Developer's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(l) *Waiver of Subrogation:* With the exception of professional liability, Developer hereby agrees to waive subrogation which any insurer of Developer may acquire from Developer 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 Developer, its agents, employees, independent contractors and subcontractors. Developer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(m) *Subcontractors:* Developer 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.

(n) *Surety Bonds:* Developer shall provide a Performance Bond and a Payment Bond.

11. Indemnity for Professional Liability: When the law establishes a professional standard of care for Developer's Services, to the fullest extent permitted by law, Developer shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Developer (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Developer (and its Subcontractors) and the City in the performance of professional services under this Agreement. Developer shall not be obligated to defend or indemnify City for the City's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Developer shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened,

including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Developer or by any individual or agency for which Developer is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Developer.

12. Acceptance of Work. Prior to acceptance of work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the work, and maintaining the safety of the site. The Developer's obligation to perform the work shall not be satisfied until after the City Engineer has made written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has recorded a Notice of Completion.

13. Title to Improvements. Title to and ownership of the Required Improvements constructed under this Agreement by Developer shall vest absolutely in the City upon completion and written acceptance of such improvements by the City Engineer. The City Engineer shall not accept the Required Improvements unless Developer certifies that such improvements have been constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved Final Map, City Standard Specifications and Drawings, any applicable City Ordinances or State and Federal laws and after 35 days from the date of filing of a Notice of Completion.

14. Warranty Security. Prior to acceptance of the Required Improvements by the City Engineer, the Developer shall provide security in the amount and in the form as required by the City Engineer to guarantee against any defective work or labor done or defective materials used in the performance of the Required Improvements (Warranty Security) throughout the warranty security period which shall be the period of one year following completion and filing of Notice of Completion with the Stanislaus County Recorder for the Required Improvements ("Warranty Security Period"). The amount of the Warranty Security shall not be less than 10 percent of the cost of the construction of the Required Improvements, including the form of security required in paragraph 6.c. of this Agreement, as determined by the City Engineer, which shall be retained for the Warranty Security Period.

15. Repair or Reconstruction of Defective Work or Materials. If, within the Warranty Security Period or the applicable statute of limitations, whichever is longer, any improvement or part of any improvement furnished and/or installed or constructed by Developer or any of the work done under this Agreement fails to fulfill any of the requirements of the Agreement or the specifications referred to herein as determined by the City, Developer shall without delay and without any cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the Required Improvements. If the Developer fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Developer can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. The parties further understand and agree that the Warranty Security furnished pursuant to paragraph 14 of this Agreement shall guarantee and secure the faithful performance and payment of the provisions of this paragraph during the Warranty Security Period.

16. Developer Not Agent of City. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

17. Supplying "Record Drawing" Plans. Upon completion of the Required Improvements and prior to certification of completion, Developer shall supply the City, at no cost to the City, one set of "record" drawings. These drawings shall be certified as being "record drawings" and shall reflect the Required Improvements as actually constructed, with all changes to the Plans incorporated therein.

18. Notice and Certification of Completion. Developer shall advise the City Engineer in writing of the completion of the Required Improvements herein specified and request certification of completion. Upon satisfactory completion of the Required Improvements by Developer and request for certification of completion, the City Engineer or his/her designee shall issue a certificate indicating that the Required Improvements have been completed. For the purposes of this Agreement, the date of completion shall be the date that the City Engineer or his/her designee issues a certificate of completion.

19. Adequacy of and Revisions to Plans. Developer warrants that the Plans are adequate to accomplish the Required Improvements. If, at any time before the City Engineer certifies completion of the Required Improvements, the Plans prove to be inadequate in any respect, the Developer shall bring those inadequacies to the attention of the City Engineer or his/her designee. Similarly, if the City Engineer or his/her designee discovers that the Plans are inadequate in any respect, the City Engineer or his/her designee shall notify the Developer of the inadequacy/inadequacies. If such inadequacies are discovered, the Developer shall make changes to the Plans to remedy the inadequacies and, upon approval of the revised Plans by the City Engineer or his/her designee, complete the Required Improvements according to the revised Plans.

After completing all required revisions, Developer or subdivider's engineer shall transmit the originals of the Improvement plans to the City Engineer for signature. Upon finding that all required revisions have been made and that the plans conform to all applicable City laws, design review requirements, and conditions of approval of the tentative map, the City Engineer shall sign and date the plans. The originals shall be returned to Developer or subdivider's engineer. Approval by the City Engineer shall in no way relieve the Developer, subdivider, or the subdivider's engineer from responsibility for the design of the Required Improvements, and for any deficiencies resulting from the design, or from any required conditions of approval of the tentative map.

20. Nonperformance and Costs. If, within the time specified in this Agreement and any approved extension, Developer fails to complete the Required Improvements or to act promptly as required by this Agreement, or should an urgency arise that requires the repair or replacement of an Improvement, the City may, but is not required to, proceed to complete the Required Improvements pursuant to the Plans, by contract or otherwise, and Developer, immediately upon demand, shall pay the costs and charges related to said work, together with a fifteen percent (15%) overhead charge.

21. Remedies. The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with the Conditions; and (3) recover the costs (including

the City's administrative costs) of completing the Required Improvements pursuant to paragraph 15. The City may also seek any and all remedies available in law or equity. The Developer agrees that, if legal action is brought by the City, the Developer shall pay all of the costs of suit and reasonable attorneys' fees and all other expenses of litigation as determined by the court having jurisdiction over such suit, if such court rules that the Developer has failed to carry out any of its obligations under this Agreement.

22. Responsibilities for Damage. Any damage to the public improvements, or to any portion of adjacent properties, that occurs during construction or during the warranty period shall be completely repaired by the Developer to the satisfaction of the City Engineer or his/her designee.

23. Utility Deposits – Statement. Developer shall satisfy to the City Building Official that it has made the deposits required for utilities to be supplied and connected within the Subdivision prior to obtaining a building permit.

24. Permits and Fee Payments – Compliance with Law. Developer shall obtain all necessary permits and licenses for the construction of the Required Improvements, and shall pay all fees and taxes required by applicable law, including state law and local ordinance.

25. Superintendence by Developer. Developer shall personally supervise the work or have a competent foreman or superintendent on the work site at all times during the course of construction with the authority to act for Developer.

26. Inspections – Payment of Fees. The City is authorized to enter the Property for inspection purposes at any time. Developer shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Developer shall pay to the City the cost of inspecting the Required Improvements, including the costs of staff time and any consulting services determined to be necessary by the City Engineer, as well as all the cost of all other services furnished by the City in connection with the Project. Developer further agrees to pay any required in-lieu fee for the undergrounding of utilities on peripheral streets, and all development fees required by City.

27. Erosion Control. Developer shall take all necessary actions during the course of construction of all Required Improvements to prevent erosion damage to adjacent properties or improvements (including, but not limited to, City streets and other City infrastructure or property). It is understood and agreed that in the event of failure on the part of Developer to prevent erosions, City may do the improvement work and/or erosion protection measures on an emergency basis and Developer shall reimburse City for the actual expenses incurred (including administrative and/or legal expenses plus 15% overhead charge) within thirty (30) days after City mails a billing statement for such expenses to Developer. If such reimbursement is not timely made, City is entitled to obtain such reimbursement from Developer and/or, in addition to any other City remedies allowed by law, may proceed against the Faithful Performance Security to cover City's expenses.

28. No Waiver by City. Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not

relieve Developer of its obligation to fulfill the Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Developer and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

29. Agreement Attaches to the Land – Recordation. This Agreement pertains to and runs with the Property described. This Agreement shall be recorded in the office of the County Recorder at the expense of the Developer and shall constitute notice to all successors and assigns of the title to the real property of the obligations set forth herein. This Agreement shall also constitute a lien on the Property, subject to foreclosure in the event of default in payment, in an amount sufficient to fully reimburse the City for any cost to the City of enforcing this Agreement, including interest from the date of the notice of any cost or expense until paid.

30. Notice of Breach and Default. If Developer refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the work within such time, or if Developer should be adjudged a bankruptcy, or Developer should make a general assignment for the benefit of his creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and the City may, but is under no obligation to, serve written notice upon Developer and Developer's surety, if any, of breach of this Agreement, or of any portion thereof.

31. Breach of Agreement; Performance by Surety or City. In the event of any such notice, Developer's surety, if any, shall have the duty to take over and complete the work and the Required Improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of its intention to take over the performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer, and the Developer's surety shall be liable to City for any excess costs of damages incurred by the City; and in such event, the City, without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant or other property belonging to Developer as may be on the site of the work and necessary therefor.

If the form of improvement security is other than a bond, then the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

32. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

33. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

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

**City of Turlock
Nathan Bray, P.E.
Director of Development Services / City Engineer
156 South Broadway, Suite 150
Turlock, California 95380**

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

**KB Home North Bay, LLC
Attn: Matthew Collins
4830 Business Center Dr., Ste 150
Fairfield, CA 94534**

Any party of the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

34. City Contract Administrator. The City's contract administrator and contact person for this Agreement is:

Nathan Bray, PE
Director of Development Services / City Engineer
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5520
E-mail: NBray@turlock.ca.us

35. Authority to Execute. Developer warrants and represents that the person signing on behalf of Developer has the authority to execute this Agreement on behalf of Developer and has the authority to bind the Developer and the Property to the terms and obligations set forth in this Agreement. Developer agrees that this Agreement, and any instrument or agreement required hereunder, are within the Developer's powers, have been duly authorized and delivered, and do not conflict with Developer's organizational powers.

36. Assignment. This Agreement shall bind and inure to the benefit of the assigns, successors in interest, heirs, executors, and administrators of the parties and the parties agree that the City may cause a copy of this Agreement to be recorded in the Stanislaus County Recorder's Office. Developer's rights and obligations under this Agreement are not assignable or transferrable without the prior written consent of the City.

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

DEVELOPER

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Signature *(must be notarized)*

Gary R. Hampton, Acting City Manager

Signatures above *(must be notarized)*

Please print or type signer's name

APPROVED AS TO FORM:

Please print or type signer's title

By: _____

Douglas L. White, City Attorney

APPROVED AS TO SUFFICIENCY:

Address: _____

By: _____

Nathan Bray, P. E. Interim Development
Services Director/City Engineer

ATTEST:

By: _____

Jennifer Land, City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California }
County of _____ }

On _____ before me, _____, Notary Public, personally
appeared _____

_____, 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.

Signature of Notary Public

(Seal)

BOND # _____
PREMIUM: _____

**PERFORMANCE BOND
for Subdivision Improvement Agreement**

WHEREAS, The City Council of the City of Turlock, a municipal corporation in the State of California, and _____, (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as _____ is hereby referred to and made a part hereof; and,

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW THEREFORE, We, the Principal, and _____, as surety, are held and firmly bound unto the City of Turlock, hereinafter referred to as the City; in the penal sum of _____ (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successful enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named principal and surety on _____, 20__.

BY _____
(PRINCIPAL)

BY _____
(SURETY)

BY _____
(ADDRESS)

BY _____
(CITY, STATE, ZIP)

BY _____
(TELEPHONE)

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

BOND # _____
PREMIUM: _____

**LABOR & MATERIALS BOND
for Subdivision Improvement Agreement**

WHEREAS, The City Council of the City of Turlock, a Municipal Corporation of the State of California, and _____, (hereinafter designated as "Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as _____ is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Turlock to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW THEREFORE, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Turlock and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure, in the sum of _____ (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, cost and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persona, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named principal and surety on _____, 20__.

BY _____
(PRINCIPAL)

BY _____
(SURETY)

BY _____
(ADDRESS)

BY _____
(CITY, STATE, ZIP)

BY _____
(TELEPHONE)

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

EXHIBIT "A"

**REIMBURSEMENT / IMPROVEMENT AGREEMENT
LES CHATEAUX**

I. WATER:

A. TMC 6-5.202

CONNECTION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP.

B. TMC 6-5.204

EXTENSION TO OTHER PROPERTY: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION.

C. TMC 6-5.205

WATER MAINS CONSTRUCTED: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: UPON COLLECTION FROM PROPERTY OWNERS WITHIN TEN (10)
YEARS AFTER DATE OF ACCEPTANCE.

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION.

D. TMC 6-5.207

WATER WELL SITE:
AMOUNT FROM CITY:
NONE

TIME: UPON CONVEYANCE OF TITLE.

II. SANITARY SEWER:

A. TMC 6-4.503

CONNECTION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP.

B. TMC 6-4.505

EXTENSION TO OTHER PROPERTY: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION.

SEWER MAINS CONSTRUCTED: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: UPON COLLECTION FROM PROPERTY OWNERS WITHIN TEN (10)
YEARS AFTER DATE OF ACCEPTANCE.

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION.

III. STORM DRAINAGE

A. TMC 6-5.803

MASTER:
AMOUNT FROM DEVELOPER:
20.62 acres @ \$7,596.48 per acre: \$156,639.42

TIME: PAYMENT SHALL BE RECEIVED PRIOR TO CLOSE OF
ESCROW FOR EACH LOT (\$2,610.66 PER LOT, ADJUSTED TO
THE CURRENT ENR).

B. TMC 6-5.806

LOCAL:
AMOUNT FROM CITY:
NONE

TIME: UPON COLLECTION FROM PROPERTY WITHIN TEN YEARS OR
FROM APPLICABLE STORM DRAINAGE FUND 30 DAYS AFTER
CITY FILES NOTICE OF COMPLETION.

IV. MISCELLANEOUS:

A. TMC 7-5.02

STREET LIGHT INSTALLATION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP.

B. TMC 11-7.202

IN LIEU PARK FEES:
AMOUNT FROM DEVELOPER:
Park Land: 60 dwelling units x 3 persons/household
x 3.5 acres/1000 persons x \$180,000/acre = **\$113,400.00**

TIME: PAYMENT SHALL BE RECEIVED PRIOR TO CLOSE OF
ESCROW FOR EACH LOT (\$1,890.00 PER LOT, ADJUSTED TO
THE CURRENT ENR).

C. FIRST YEAR ASSESSMENT DISTRICT PAYMENT

AMOUNT FROM DEVELOPER:
60 Lots @ \$1,856.27 Per Lot **\$111,376.47**

TIME: PAYMENT SHALL BE RECEIVED PRIOR TO NOTICE OF
COMPLETION FOR THE SUBDIVISION IMPROVEMENTS.

V. EAST TUOLUMNE MASTER PLAN AREA REIMBURSEMENTS:

(SEE ATTACHED ADDENDUM)

EAST TUOLUMNE MASTER PLAN AREA REIMBURSEMENT ADDENDUM
for the:
LES CHATEAUX SUBDIVISION

The following are the proposed reimbursements and the schedule for said reimbursements:

1. East Tuolumne Master Plan Fee Components:

A. Transportation Projects:

- | | |
|--|---------------|
| • Tuolumne Rd – W Master Plan Line to Waring Rd | \$ 253,909.68 |
| • Waring Rd - E Tuolumne Rd to E Monte Vista Ave | \$ 731,476.06 |

Total E.T.M.P. (Backbone) Transportation Reimbursement Reimbursement Amount:	<hr/> \$ 985,385.74
---	---------------------

Estimated amount of E.T.M.P. Transportation fees to be collected on 60 building permits:	\$ 709,381.63
--	---------------

Estimated Balance:	(\$ 276,004.11)
--------------------	-----------------

- * All 60 building permits within the Les Chateaux subdivision will be credited for the Transportation component of the East Tuolumne Master Plan Fee (\$11,823.03 per unit).
- * The remaining balance of approximately \$276,004.11 shall be reimbursed through quarterly payments as fees are paid into the East Tuolumne Master Plan Fee program until all backbone facilities have been fully reimbursed. It is understood by this agreement that the first in line to receive reimbursements from the program shall be established by the date of acceptance by the City of Turlock.
- * As an alternative to receiving the remaining balance through quarterly payments, developer may utilize fee credits on other East Tuolumne Master Plan Fee Components.

B. Sanitary Sewer Projects:

- | | |
|--------|---------------|
| • None | <hr/> \$ 0.00 |
|--------|---------------|

Total E.T.M.P. (Backbone) Sewer Reimbursement Reimbursement Amount:	<hr/> \$ 0.00
--	---------------

Estimated amount of E.T.M.P. Sanitary Sewer fees to be collected on 60 building permits:	\$ 217,057.23
--	---------------

Estimated Balance:	\$ 217,057.23
--------------------	---------------

- * All 60 building permits within the Les Chateaux Ranch subdivision will pay the Sanitary Sewer component of the East Tuolumne Master Plan Fee (3,617.62 per unit), adjusted by the current ENR. As an alternative, the developer may utilize fee credits on other East Tuolumne Master Plan Fee Components to pay Sewer Project fees.

C. Water Projects:

- | | |
|--|---------------|
| • Water Line – E Tuolumne Rd (10”) (Partial project) | \$ 7,028.64 |
| • Water Line – Waring Rd, north of E Tuolumne Rd (12”) | \$ 179,922.58 |
| • Water Line – Waring Rd, south of E Tuolumne Rd (12”) | \$ 179,922.58 |

Total E.T.M.P. (Backbone) Water Reimbursement Reimbursement Amount:	<hr/> \$ 366,873.79
--	----------------------------

Estimated amount of E.T.M.P. Water fees to be collected on 60 building permits:	\$ 153,671.66
--	---------------

Estimated Balance:	(\$ 213,202.13)
--------------------	------------------------

- * All **60** building permits within Les Chateaux will be credited for the Water component of the East Tuolumne Master Plan Fee (\$2,561.19 per unit).
- * The remaining balance of approximately \$213,202.13 shall be reimbursed through quarterly payments as fees are paid into the East Tuolumne Master Plan Fee program until all backbone facilities have been fully reimbursed. It is understood by this agreement that the first in line to receive reimbursements from the program shall be established by the date of acceptance by the City of Turlock.
- * As an alternative to receiving the remaining balance through quarterly payments, developer may utilize fee credits on other East Tuolumne Master Plan Fee Components.

An additional 5% Administration Fee shall be collected on all 60 lots per the approved fee nexus study, in the amount of \$899.88, adjust by the current ENR.

6D

City Council Staff Report

February 23, 2021



From: Nathan Bray, P.E.,
Interim Development Services Director / City Engineer

Prepared by: Stephen Fremming, P.E., Principal Civil Engineer

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 4 (Final) in the amount of \$27,460.92 (Non-General Fund – Fund 410) for City Project No. 19-33 “Dried Solids Storage Area” bringing the contract total to \$2,896,775.92

Motion: Accepting Improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 19-33 “Dried Solids Storage Area”

2. SYNOPSIS:

This action approves Contract Change Order No. 4 (Final) and authorizes the City Engineer to file a Notice of Completion for City Project No. 19-33 “Dried Solids Storage Area.”

3. DISCUSSION OF ISSUE:

The wastewater treatment process includes production of biosolids. Biosolids generated at the Turlock Regional Water Quality Control Facility (TRWQCF) are dried over the summer and then used as a soil amendment / fertilizer on farmland in Merced County. On June 25, 2015, the City received a Notice of Violation from the Central Valley Regional Water Quality Control Board (CVRWQCB) for improper storage of biosolids at the TRWQCF and directed the City to improve the laydown area. The TRWQCF generates approximately 3,000 tons of biosolids per year and the current storage practice may allow contaminated runoff to seep into the groundwater during a rainfall event, and negatively impact groundwater. As directed by the CVRWQCB, City staff submitted a Work Plan and Time Schedule to discontinue storing biosolids on unlined surfaces. The proposed project was created in response to the Notice of Violation and accepted by the CVRWQCB.

On November 12, 2019, the City Council approved an agreement with George Reed, Inc. of Modesto, California, for construction of City Project No. 19-33 "Dried Solids Storage Area." The scope of work includes an impermeable solids laydown area at the southern end of the TRWQCF and consists of earthwork, installation of drainage facilities, installation of recycled water distribution pipes and connections, concrete washdown area, concrete vector truck dump facility, electrical duct bank installation, site lighting, concrete curb and gutter, soil-cement treatment, and asphalt concrete paving. The project is now complete, and staff requests approval of the filing of a Notice of Completion.

Contract Change Order No. 4 (Final) includes the following items of work:

- CCO No. 4.1 – COR #07 - Laydown Over-excavation – \$2,737.19

The new biosolids laydown area is constructed over a landfill. In order to prepare the subgrade for construction of the new impermeable laydown area, soft spots were removed and filled with suitable material and compacted.

- CCO No. 4.2 – COR #08 - Adjust alignment of access road – \$2,920.16

The project scope included grading and placement of crushed aggregate base rock over the existing access road to S. Kilroy Road. This change order item includes additional work to bring the road into proper alignment.

- CCO No. 4.3 – COR #11 Cover & Transport Excavated Materials – \$1,344.14

Dark material with an oil-like smell was excavated prior to construction of the new biosolids laydown area. This change order item includes the costs to excavate and stockpile the material outside of the bounds of the proposed construction work and cover the material with tarp.

- CCO No. 4.4 – CCD No. 9 - Delete barricades – (\$2,500) CREDIT

Barricades were included in the original project scope to discourage traffic to proceed outside of established roadways at the wastewater treatment plant site. City staff decided to delete the barricades from the project scope, resulting in a credit.

- CCO No. 4.5 – COR #13 - Offhaul Demo – \$1,866.52

This change order item includes additional work to load and haul trash debris from the landfill under the biosolids laydown area offsite, above the level described in the plans and specifications.

- CCO No. 4.6 – COR #14 - CCD 10 Screen & Offhaul – \$3,305.08

After temporary relocation of dark material with an oil-like smell was complete per CCO No. 4.3 above, the material was sampled and tested by a qualified firm. It was determined that the material was non-hazardous. This change order item includes additional work by the contractor to load the material and dispose of it off-site.

- CCO No. 4.7 – COR #15 - CCD 6.1 Place .75 Rock – \$13,891.78

This change order item includes placement of 3/4 inch crushed rock to a depth of 3 inches in areas around the project site to control weeds and stabilize soil.

- CCO No. 4.8 – Adjustment to CCO 2.2, Trench foundation stabilization – (\$15,849.20) CREDIT

Change Order Item No. 2.2 "CCD No. 4.1 - Trench foundation stabilization" in the amount of \$52,000 included additional work to over excavate and place engineered fill to stabilize trenches for storm water and water pipe to be installed in the former landfill area. The Change Order No. 2.2 amount of \$52,000 assumed that all pipelines would require this additional stabilization. However, the site conditions encountered didn't require the level of work included in the previous change order item, resulting in a credit.

- Final Quantities Adjustment – \$19,745.25

The contractor's bid price is based on estimated bid quantities for the various items of work such as length of various pipe sizes, number of manholes, area of paved areas, etc. Errors in estimated quantities and field changes made during construction often require adjustment to bid prices to properly compensate the contractor. This change order item reconciles the estimated bid quantities with actual quantities placed during construction and results in a contract increase in the amount of \$19,745.25.

Contract Change Order Summary:

	AMOUNT	APPROVAL DATE
Original Contract	\$ 2,757,790.00	November 12, 2019
Contract Change Order No. 1	\$ 15,336.00	May 6, 2020
Contract Change Order No. 2	\$ 62,275.00	May 11, 2020
Contract Change Order No. 3	\$ 33,914.00	September 22, 2020
Contract Change Order No. 4 (Final)	\$ 27,460.92	September 22, 2020
Total	\$ 2,896,775.92	

4. 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. Change orders total \$135,985.92, or just over 5% of the original contract cost.
- B. Contract Change Order No. 4 (Final) is necessary to perform additional earthwork unforeseen at the time of bidding due to the existing soils at the project site and to add crushed rock to select areas to control erosion.
- C. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

There is a budget opening balance of \$1,500,000 for Fiscal Year 2020-21 in the project account number 410-51-534.51333 "WQC Solids Handling" that is specifically set up for construction costs. Remaining payments to George Reed, Inc. in Fiscal Year 2020-21 total \$1,131,863.92 (see table below). No budget appropriation is needed to complete funding for this project.

George Reed Inc. Amended Contract Total	\$ 2,896,775.92
Less payments made to George Reed Inc. prior to Fiscal Year 2020-21	(\$ 1,764,912.00)
Remaining payments to George Reed Inc. in Fiscal Year 2020-21	\$ 1,131,863.92

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

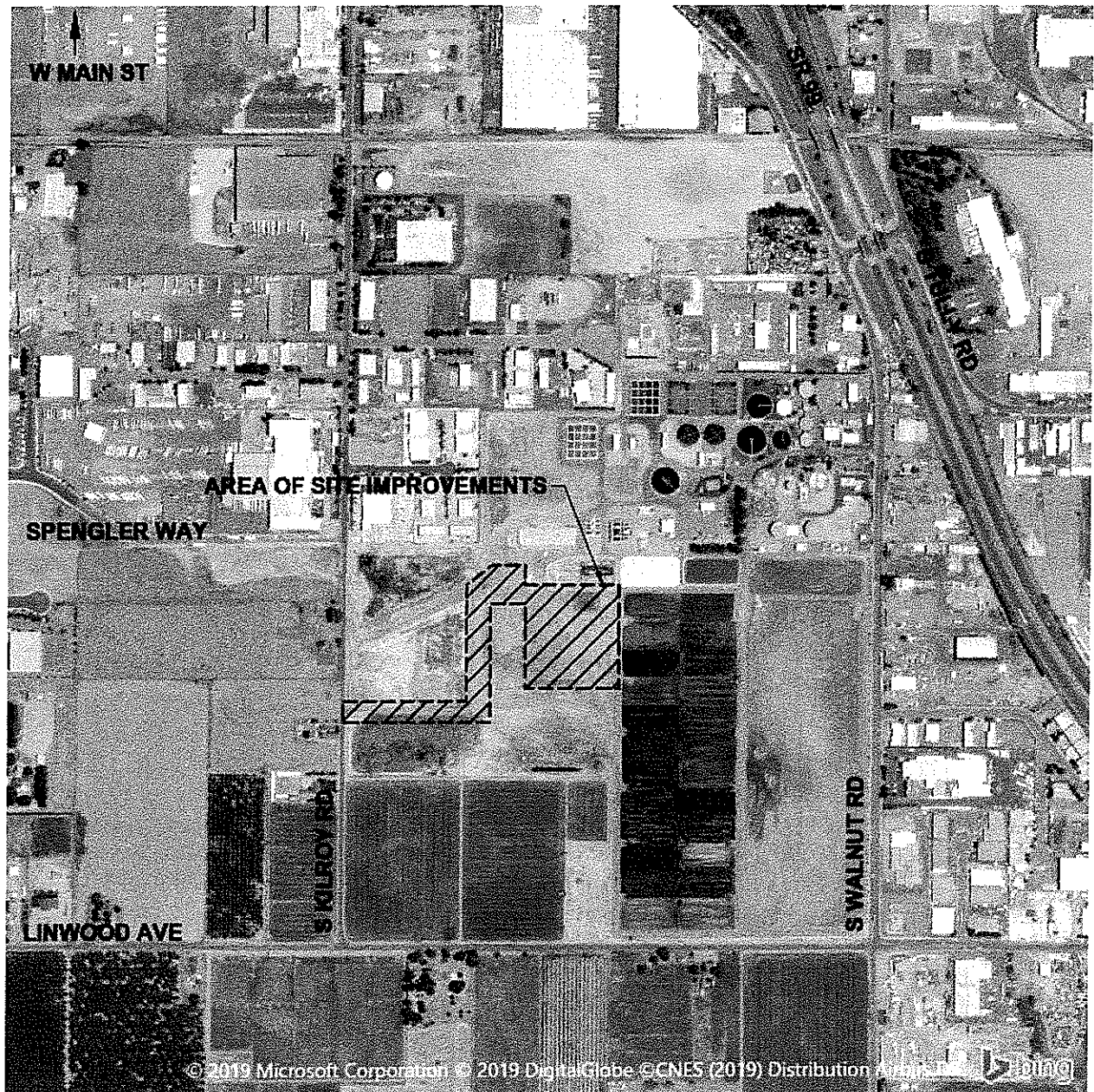
7. ENVIRONMENTAL DETERMINATION:

Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines exempts projects that involve negligible expansion of use of the existing facility. This project consists of construction of a dried solids storage area within the Turlock Regional Water Quality Control Facility which provides greater operational flexibility in handling solid waste and does not change the use or permitted capacity of the facility.

Section 15332 (In-Fill Development Projects) of the CEQA Guidelines categorically exempts projects that are consistent with applicable general plan designations, policies, and zoning regulations that occur within city limits on a project site of no more than five acres substantially surrounded by urban use, and that would not result in any significant effects relating to traffic, noise, air quality, or water quality. The subject project meets the conditions of an in-fill development project as defined in the CEQA Guidelines.

8. ALTERNATIVES:

- A. Council could choose not to approve Contract Change Order No. 4 (Final). Staff does not recommend this alternative because the change order items are necessary to perform additional work necessary to completing the project that was unforeseen at the time of bidding and to add crushed rock to control erosion.
- B. Council could deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the project plans and specifications.



Project Location Map



CONTRACT CHANGE ORDER

Date issued: February 23, 2021

Change Order No.:

4 (Final)

Project Name: Dried Solids Storage Area

George Reed, Inc.
140 Empire Way
Modesto, CA 95352
209-523-0734

Project No.: 19-33
Original Contract Amount: \$2,757,790.00
Contract Award Date: November 12, 2019

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
4.1 COR #07 - Laydown Over-excavation	LS	1	\$ 2,737.19	\$ 2,737.19
4.2 COR #08 - Adjust alignment of access road	LS	1	\$ 2,920.16	\$ 2,920.16
4.3 COR #11 Cover & Transport Excavated Materials	LS	1	\$ 1,344.14	\$ 1,344.14
4.4 CCD No. 9 - Delete barricades	LS	1	\$ (2,500.00)	\$ (2,500.00)
4.5 COR #13 - Offhaul Demo	LS	1	\$ 1,866.52	\$ 1,866.52
4.6 COR #14 - CCD 10 Screen & Offhaul	LS	1	\$ 3,305.08	\$ 3,305.08
4.7 COR #15 - CCD 6.1 Place .75 Rock	LS	1	\$ 13,891.78	\$ 13,891.78
4.8 Adjustment to CCO 2.2, Trench foundation stabilizator	LS	1	\$ (15,849.20)	\$ (15,849.20)
Actual Amount Paid to Contractor for Bid Items (See Attached)			\$2,777,535.25	
Contractor's Bid Amount for Bid Items			\$2,757,790.00	
Subtotal of Difference			\$19,745.25	\$19,745.25
Total this CCO=			\$	27,460.92
The original contract sum =			\$	2,757,790.00
Net change by previous change orders =			\$	111,525.00
The contract sum will increase in the amount of =			\$	27,460.92
The new contract sum including this change order will be =			\$	2,896,775.92
The contract time will not be changed with this change order				

Accepted: _____

Date: _____

George Reed, Inc., Contractor

Approved: _____

Date: _____

Nathan Bray, P.E., Interim Development Services Director/City Engineer

Approved: _____

Date: _____

Gary R. Hampton, Acting City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Project No.

Project Name

19-33

Dried Solids Storage Area



Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization/Demobilization (not to exceed \$100,000)	LS	\$75,000.00	1.00	\$75,000.00	1.00	\$75,000.00	\$0.00
2	Permits, Traffic Control, and SWPPP	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
3	Sheeting, Shoring, Bracing and Excavation Safety Measures	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
4	Clearing, Stripping and Grubbing	ACRE	\$2,000.00	6.00	\$12,000.00	6.00	\$12,000.00	\$0.00
5	Earthwork	LS	\$233,000.00	1.00	\$233,000.00	1.00	\$233,000.00	\$0.00
6	Disposal	TON	\$10.00	2250.00	\$22,500.00	3,000.00	\$30,000.00	(\$7,500.00)
7	60-Inch-Diameter Manhole	EA	\$6,500.00	3.00	\$19,500.00	4.00	\$26,000.00	(\$6,500.00)
8	18-Inch HDPE Profile Wall Pipe	LF	\$66.00	680.00	\$44,880.00	680.00	\$44,880.00	\$0.00
9	24-Inch HDPE Profile Wall Pipe	LF	\$69.00	624.00	\$43,056.00	620.00	\$42,780.00	\$276.00
10	Single Grade Concrete Catch Basin	EA	\$8,000.00	8.00	\$64,000.00	9.00	\$72,000.00	(\$8,000.00)
11	Reinforced Concrete Washdown Area	SF	\$10.00	24500.00	\$245,000.00	24,500.00	\$245,000.00	\$0.00
12	Reinforced Concrete Vactor Dump Facility	LS	\$175,000.00	1.00	\$175,000.00	1.00	\$175,000.00	\$0.00
13	Soil-Cement Subgrade	SY	\$5.00	12070.00	\$60,350.00	14,000.00	\$70,000.00	(\$9,650.00)
14	Reinforced Concrete Push Wall	CY	\$750.00	987.00	\$740,250.00	950.00	\$712,500.00	\$27,750.00
15	Asphalt-Concrete Paving	SY	\$22.00	11807.00	\$259,754.00	11,000.00	\$242,000.00	\$17,754.00
16	Valley Gutter	LF	\$12.00	977.00	\$11,724.00	1,000.00	\$12,000.00	(\$276.00)
17	Subgrade Preparation	SY	\$0.10	12000.00	\$1,200.00	12,000.00	\$1,200.00	\$0.00
18	Class 2 Aggregate Base	CY	\$50.00	1788.00	\$89,400.00	1,840.00	\$92,000.00	(\$2,600.00)
19	Asphalt-Concrete Paving	SY	\$23.00	5480.00	\$126,040.00	4,960.00	\$114,080.00	\$11,960.00
20	Commercial Driveway Access	EA	\$15,000.00	3.00	\$45,000.00	3.00	\$45,000.00	\$0.00
21A	Curb and Gutter	LF	\$25.00	1898.00	\$47,450.00	2,060.00	\$51,500.00	(\$4,050.00)
21B	Vertical Curb	LF	\$12.50	386.50	\$4,831.25	340.00	\$4,250.00	\$581.25

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
22	Header Board	LF	\$7.00	2950.00	\$20,650.00	2,950.00	\$20,650.00	\$0.00
23	Connection to Existing 8" RW Main	EA	\$3,600.00	1.00	\$3,600.00	1.00	\$3,600.00	\$0.00
24	6" C-900 PVC Distribution Pipe	LF	\$31.00	950.00	\$29,450.00	950.00	\$29,450.00	\$0.00
25	Fire Hydrants	EA	\$58,000.00	3.00	\$174,000.00	3.00	\$174,000.00	\$0.00
26	Line Valves	EA	\$2,000.00	10.00	\$20,000.00	10.00	\$20,000.00	\$0.00
27	12kV Electrical Duct Bank 4x4" and 2x2" Conduit	LF	\$86.00	1300.00	\$111,800.00	1,300.00	\$111,800.00	\$0.00
28	4'x4' Electrical Pull Box	EA	\$7,000.00	5.00	\$35,000.00	5.00	\$35,000.00	\$0.00
29	2x1" Street Lighting Conduit	LF	\$50.00	750.00	\$37,500.00	750.00	\$37,500.00	\$0.00
30	No. 5 Electrical Pull Box	EA	\$1,200.00	7.00	\$8,400.00	7.00	\$8,400.00	\$0.00
31	Street Lighting Base	EA	\$1,800.00	4.00	\$7,200.00	4.00	\$7,200.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$2,777,535.25		\$2,757,790.00	\$19,745.25
C.O. #	CHANGE ORDERS							
1	Upgrade Class IV RCP for HDPE pipe for storm drain pipe	LS	\$15,336.00	1.00	\$15,336.00	0.00	\$0.00	\$15,336.00
2.1	CCD No. 2 - Existing Basin Outfall	LS	\$7,580.00	1.00	\$7,580.00	0.00	\$0.00	\$7,580.00
2.2	CCD No. 4.1 - Trench foundation stabilization	LS	\$52,000.00	1.00	\$52,000.00	0.00	\$0.00	\$52,000.00
2.3	Trench re-work due to WQC plant upset	LS	\$2,695.00	1.00	\$2,695.00	0.00	\$0.00	\$2,695.00
3.1	CCD No. 2.1 - Existing Basin Outfall	LS	\$25,917.00	1.00	\$25,917.00	0.00	\$0.00	\$25,917.00
3.2	CCD No. 8 - Safety railing	LS	\$7,997.00	1.00	\$7,997.00	0.00	\$0.00	\$7,997.00
4.1	COR #07 - Laydown Over-excavation	LS	\$2,737.19	1.00	\$2,737.19	0.00	\$0.00	\$2,737.19
4.2	COR #08 - Adjust alignment of access road	LS	\$2,920.16	1.00	\$2,920.16	0.00	\$0.00	\$2,920.16
4.3	COR #11 Cover & Transport Excavated Materials	LS	\$1,344.14	1.00	\$1,344.14	0.00	\$0.00	\$1,344.14
4.4	CCD No. 9 - Delete barricades	LS	(\$2,500.00)	1.00	(\$2,500.00)	0.00	\$0.00	(\$2,500.00)
4.5	COR #13 - Offhaul Demo	LS	\$1,866.52	1.00	\$1,866.52	0.00	\$0.00	\$1,866.52
4.6	COR #14 - CCD 10 Screen & Offhaul	LS	\$3,305.08	1.00	\$3,305.08	0.00	\$0.00	\$3,305.08
4.7	COR #15 - CCD 6.1 Place .75 Rock	LS	\$13,891.78	1.00	\$13,891.78	0.00	\$0.00	\$13,891.78
4.8	Adjustment to CCO 2.2, Trench foundation stabilization	LS	(\$15,849.20)	1.00	(\$15,849.20)	0.00	\$0.00	(\$15,849.20)
	SUB-TOTAL CHANGE ORDER ITEMS =				\$119,240.67		\$0.00	\$119,240.67
	TOTAL PROJECT =				\$2,896,775.92		\$2,757,790.00	\$138,985.92

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 19-33
DRIED SOLIDS STORAGE AREA**

Notice is hereby given that work on the above-referenced project located at 901 South Walnut Road, Turlock, California 95380, was completed by the undersigned agency on February 23, 2021. The contractor of work is George Reed, Inc., 140 Empire Ave., Modesto, California, 95352 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- Nathan Bray, P.E., Interim Development Services Director/
City Engineer, Owner's Agent), City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

NATHAN BRAY, P.E.
INTERIM DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on February 24, 2021 at Turlock, California, Stanislaus County

City Council Staff Report

February 23, 2021



From: Nathan Bray P.E.
Interim Development Services Director/City Engineer

Prepared by: Mike Callaway, Chief Building Official

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No.1 to an Agreement with Bureau Veritas North America, Inc. for plan check services, increasing the total compensation amount by \$500,000 (Non-General Fund – Fund 405), bringing the contract total to \$1,300,000 for the remaining term of the Agreement and renewal periods if exercised

Resolution: Appropriating \$800,000 to account number 405-40-405.43260 “Plan Check Services” from Fund 405 “Building” unassigned reserves to provide adequate funding to utilize professional plan check services

2. SYNOPSIS:

This action will approve Amendment No. 1 (to City Contract No. 2018-04), increasing the total compensation for the multi-year Agreement with Bureau Veritas North America, Inc. for plan check services and appropriating funds from Fund 405 “Building” unassigned reserves to account number 405-40-405.43260 “Plan Check Services.”

3. DISCUSSION OF ISSUE:

The Building Division utilizes professional consultants for plan check services on building permit applications on an as-needed basis. The City has an agreement with Bureau Veritas North America, Inc. to perform these services. Due to the number and complexity of the permit applications submitted to the Building Division this year, additional funds are needed for the additional work required of Bureau Veritas North America, Inc.

The Building Division captures 100% of its cost for building permits. The additional funds used for this agreement will be paid by the developers upon future building permit issuance and identified as revenue in the Building Division Fund (Fund

405). These additional services are needed by the Building Division to continue processing the large and complex permit applications received.

4. BASIS FOR RECOMMENDATION:

- A. The agreement must be amended to increase the compensation limits for the additional work requested by City staff.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General fund money will be used for this project.

The cost to perform the services at the level of permit applications submitted was not anticipated with the adopted Fiscal Year 2020-21 budget. An appropriation in the amount of \$800,000 from Fund 405 "Building" unassigned reserves is requested to provide adequate funding.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

- A. Council could choose not to approve Amendment No.1 or appropriate the funds. Staff does not recommend this alternative because professional plan check services are needed to continue to process the complex permit applications staff receives and additional funding is needed to pay for the services.



**AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
Bureau Veritas North America, Inc.
for
Plan Check Services**

THIS AMENDMENT NO. 1, dated February 23, 2021, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **BUREAU VERITAS NORTH AMERICA, INC.** (hereinafter "CONSULTANT"). CITY and CONSULTANT are hereinafter referred to collectively as the "Parties."

WHEREAS, the Parties hereto previously entered into an Agreement dated June 13, 2017, whereby CONSULTANT will perform Plan Check Services (hereinafter the "Agreement"); and

WHEREAS, the City has experienced an unexpected large amount of projects that require outside plan check services.

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

1. Paragraph 4 of the Agreement is amended to read as follows:

"4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A to the original agreement as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under the Agreement and this Amendment No. 1. In no event shall the total dollar amount of this agreement exceed One Million Three Hundred Thousand and No/100 dollars (\$1,300,000). CONSULTANT agrees that compensation shall be paid in the manner and at times set forth below."

(Signatures on Following Page)

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

CITY OF TURLOCK, a municipal corporation

**BUREAU VERITAS
NORTH AMERICA, INC.**

By: _____
Gary R. Hampton, Acting City Manager

By: _____

Date: _____

Title: _____

Print name: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____
Nathan Bray, P.E., Interim Development
Services Director / City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2021-
\$800,000 TO ACCOUNT NUMBER	}	
405-40-405.43260 "PLAN CHECK SERVICES"	}	
FROM FUND 405 "BUILDING" UNASSIGNED	}	
RESERVES TO PROVIDE ADEQUATE FUNDING	}	
TO UTILIZE PROFESSIONAL PLAN CHECK	}	
SERVICES	}	

WHEREAS, professional plan check services are an essential part to issuing a building permit from the City of Turlock Building Division, and

WHEREAS, by separate action, the Council is requested to approve Amendment No. 1 with Bureau Veritas North America, Inc., increasing the total compensation amount by \$500,000 (bringing the contract total to \$1,300,000) for City Contract No. 2018-04 for plan check services; and

WHEREAS, the adopted budget included adequate funds for the anticipated permits issued for Fiscal Year 2020-21; however, the Building Division has received substantially more large and complex Building Permit applications than anticipated; and

WHEREAS, the permit applications will generate the necessary revenue for this request as Building Permits are issued; and

WHEREAS, there is sufficient funding in Fund 405 "Building" unassigned reserves to provide the balance of funding needed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$800,000 to account number 405-40-405.43260 "Plan Check Services" from Fund 405 "Building" unassigned reserves to provide adequate funding to utilize professional plan check services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

February 23, 2021



6F

From: Steven Williams, Interim Chief of Police

Prepared by: Steven Williams, Interim Chief of Police

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the execution of a service agreement between Delta Wireless, Inc., of Stockton, CA, and the City of Turlock in an amount not to exceed \$185,000 for the maintenance and service of the radio system including all portable and mobile radios for the period of July 1, 2020 through June 30, 2021, in a form approved by the City Attorney, and authorizing the City Manager to sign the agreement between Delta Wireless and the City of Turlock

Resolution: Approving the sole source procurement of radio system support services and equipment from Delta Wireless, Inc., of Stockton, CA, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6)

2. SYNOPSIS:

Authorizing the execution of a service agreement and sole source procurements of radio system support and equipment between Delta Wireless and the City of Turlock.

3. DISCUSSION OF ISSUE:

Delta Wireless has been the service and maintenance provider for the City of Turlock's radio system including mobile and portable radios for several years. Delta Wireless is a Motorola Premier Service Partner, allowing them to maintain and support the City's Motorola radio system while maintaining all applicable equipment warranties.

As the programmer of the City's radio equipment, Delta Wireless retains the code plugs for the equipment and is the only known firm that can provide updates to existing code plugs without a complete overhaul to the programming for each subscriber unit. They have developed a level of expertise and institutional knowledge of the City of Turlock's radio system. Delta Wireless provides service

and maintenance for the radio system itself along with all of the mobile and portable radios throughout all departments in the City of Turlock.

Each fiscal year a renewed service agreement is required to retain the services of Delta Wireless. Staff is seeking authorization for the City Manager to sign the service agreement between Delta Wireless and the City of Turlock.

Staff is also seeking a determination by the City Council authorizing the contract with Delta Wireless as a sole source vendor. The City's procurement ordinance as set forth in Turlock Municipal Code Section 2-7-08(b)(6) provides this type of service and sole sourcing is justified without bidding upon approval of a resolution by the City Council of at least four (4) affirmative votes determining the best interests of the City require the purchase be made without compliance to the formal bid procedure. Staff's recommendation is based on Delta Wireless' unique radio system support services and its longstanding relationship with the City. Delta Wireless can meet the City's specialized needs in maintaining the radio system in the most cost-efficient manner.

4. BASIS FOR RECOMMENDATION:

- A. City council authorization is required to execute agreements.
- B. As the City of Turlock's radio system service and maintenance provider for many years, renewing an agreement with Delta Wireless provides the City a reliable vendor with a developed level of expertise and institutional knowledge.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for this agreement has been budgeted in the respective department's account number 43228_002 (Radio System Maintenance Delta System/Subscriber)

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may reject the service agreement and direct staff to find an alternative vendor. This option is not recommended because of the level of expertise and institutional knowledge developed by Delta Wireless.

- B. Council may reject the sole source authorization and direct staff to find an alternative vendor. This option is not recommended because of the level of expertise and institutional knowledge developed by Delta Wireless.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE
EXECUTION OF A SERVICE AGREEMENT
BETWEEN DELTA WIRELESS, INC., OF
STOCKTON, CA, AND THE CITY OF TURLOCK
IN AN AMOUNT NOT TO EXCEED \$185,000 FOR
THE MAINTENANCE AND SERVICE OF THE
RADIO SYSTEM INCLUDING ALL PORTABLE
AND MOBILE RADIOS FOR THE PERIOD OF
JULY 1, 2020 THROUGH JUNE 30, 2021, IN A
FORM APPROVED BY THE CITY ATTORNEY,
AND AUTHORIZING THE CITY MANAGER TO
SIGN THE AGREEMENT BETWEEN DELTA
WIRELESS AND THE CITY OF TURLOCK

RESOLUTION NO. 2021-

WHEREAS, Delta Wireless is the service and maintenance provider for the City of Turlock's radio system including all mobile and portable radios; and

WHEREAS, Delta Wireless has developed a level of expertise and institutional knowledge of the City's radio system; and

WHEREAS, an annual service agreement is required for the period of July 1, 2020, through June 30, 2021, to retain the services of Delta Wireless.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the execution of a service agreement between Delta Wireless, Inc., of Stockton, CA, and the City of Turlock in an amount not to exceed \$185,000 for the maintenance and service of the radio system including all portable and mobile radios for the period of July 1, 2020 through June 30, 2021, in a form approved by the City Attorney, and authorize the City Manager to sign the agreement between Delta Wireless and the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE SOLE
SOURCE PROCUREMENT OF RADIO SYSTEM
SUPPORT SERVICES AND EQUIPMENT FROM
DELTA WIRELESS, INC., OF STOCKTON, CA,
CONTINGENT ON THE AVAILABILITY OF
BUDGETED FUNDS, WITHOUT COMPLIANCE
TO FORMAL BID PROCEDURES IN
ACCORDANCE WITH TURLOCK MUNICIPAL
CODE SECTION 2-7-08(b)(6)**

RESOLUTION NO. 2021-

WHEREAS, Delta Wireless, Inc. has been providing radio system support services to the City for decades and has a local office in the City of Turlock ("City"); and

WHEREAS, Delta Wireless is a Motorola Premier Service Partner (PSP), allowing them to maintain and support the City's Motorola radio system while maintaining all applicable equipment warranties; and

WHEREAS, as the programmer of the City's radio equipment, Delta Wireless retains the codeplugs for the equipment and is the only firm that can provide updates to existing codeplugs without a complete overhaul to the programming for each subscriber unit; and

WHEREAS, pursuant to state law and the City's procurement ordinance as set forth in Turlock Municipal Code Section 2-7-08(b)(6), this type of service and sole sourcing is justified without bidding upon approval of a resolution by the City Council of at least four (4) affirmative votes determining the best interests of the City require the purchase be made without compliance with the formal bid procedure; and

WHEREAS, the City Council finds that Delta Wireless provides the City with unique radio system support services based on its longstanding relationship with the City and can meet the specialized needs in maintaining the radio system in the most cost efficient manner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the sole source procurement of radio system support services and equipment from Delta Wireless, Inc., of Stockton, CA, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

February 23, 2021



From: Steven Williams, Interim Chief of Police

Prepared by: Steve Rodrigues, Police Lieutenant

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2020-199 and adopting a new Resolution appropriating a total of \$774,938 in matching funds as required by the COPS Grant for ongoing salary and benefit expenses for three (3) consecutive years beginning in Fiscal Year 2020-2021 from the General Fund unassigned reserves through a transfer from account number 110-20-210.48001_220 "Transfers Out to Fd 266 COPS Grant Match" to account number 266-20-255-361.38001_220 "Transfers In COPS Grant Match" for Fiscal Year 2020-2021

Resolution: Appropriating \$189,484 for one-time equipment and related expenses relative to the COPS Grant from the Cannabis Fund unassigned reserves through a transfer from account number 117-10-190.48001_220 "Transfers Out To Fd 266 COPS Grant Match" to account number 266-20-255-361.38001_220 "Transfers In COPS Grant Match" for Fiscal Year 2020-2021

2. SYNOPSIS:

This action will rescind Resolution No. 2020-199 and adopt a new Resolution appropriating a total of \$774,938 in matching funds as required by the COPS Grant for ongoing salary and benefit expenses for three (3) consecutive years beginning in FY 2020-2021 from the General Fund unassigned reserves.

A second action will adopt a Resolution appropriating a total of \$189,484 for one-time equipment and related expenses relative to the COPS Grant from the Cannabis Fund unassigned reserves.

3. DISCUSSION OF ISSUE:

On December 8, 2020, the City Council adopted Resolution No. 2020-199 approving the appropriation of \$774,938 for City match funds and \$189,484 for

related equipment needs from the General Fund unassigned reserves with revenue generated from Cannabis activity to accept the COPS Grant funding of \$500,000.

In reading Resolution No. 2020-199, it can be perceived that both the City match funds of \$774,938 and \$189,484 for related equipment costs would be expended from revenue generated from cannabis activity. After further review of this action, it was requested that clarification be provided regarding the funding source of the City match funds of \$774,938 as it was not intended to be expended from cannabis revenue. The original intent behind Resolution No. 2020-199 was that the City match funds of \$774,938 would be coming solely from the General Fund unassigned reserves. The only funding that would be expended from the cannabis revenue is the one-time associated equipment costs in the amount of \$189,484.

4. BASIS FOR RECOMMENDATION:

- A. Providing a more specific outline of where funding is being allocated from to support the COPS Grant match funds and the associated equipment costs will provide a clear understanding of where the funds are being expended.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The City match of \$774,938 will be appropriated from the General Fund unassigned reserves.

The one-time cost of \$189,484 for associated equipment and related expenses will be appropriated from the Cannabis Fund unassigned reserves.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could choose not to make changes to Resolution No. 2020-199. This alternative is not recommended because it would not provide clarity to the allocation of funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2020-199 AND }
ADOPTING A NEW RESOLUTION }
APPROPRIATING A TOTAL OF \$774,938 }
IN MATCHING FUNDS AS REQUIRED BY }
THE COPS GRANT FOR ONGOING SALARY }
AND BENEFIT EXPENSES FOR THREE (3) }
CONSECUTIVE YEARS BEGINNING IN }
FISCAL YEAR 2020-2021 FROM THE }
GENERAL FUND UNASSIGNED RESERVES }
THROUGH A TRANSFER FROM }
ACCOUNT NUMBER 110-20-210.48001_220 }
"TRANSFERS OUT TO FD 266 COPS }
GRANT MATCH" TO ACCOUNT NUMBER }
266-20-255-361.38001_220 "TRANSFERS IN }
COPS GRANT MATCH" FOR FISCAL }
YEAR 2020-2021 }

RESOLUTION NO. 2021-

WHEREAS, the COPS Office formally announced its COPS grant awards and the City of Turlock was chosen to receive grant funding of \$500,000; and

WHEREAS, the specifics of the grant award include that the City match the federal funding with \$774,938 of local, non-federal money over the three (3) years of the grant term; and

WHEREAS, the City's share/match funds would be expensed over three years with approximately \$193,735 in year one, \$201,484 in year two, and \$379,720 in year three; and

WHEREAS, on December 8, 2020, the City Council adopted Resolution No. 2020-199 appropriating \$774,938 for City match funds and \$189,484 for related equipment needs from the General Fund unassigned reserves with revenue generated from cannabis activity; and

WHEREAS, following the Council meeting, clarity was requested with regard to where the City match funds and one-time equipment and related expenses relative to the COPS Grant were going to be allocated from; and

WHEREAS, this new Resolution provides clarity as to the funding source for the City match funds. By separate action, the City Council is requested to appropriate the necessary funding source for the one-time equipment and related expenses relative to the COPS Grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2020-199 and adopt a new Resolution appropriating a total of \$774,938 in matching funds as required by the COPS Grant for ongoing salary and benefit expenses for three (3) consecutive years beginning in Fiscal Year 2020-2021 from the General Fund unassigned reserves through a transfer from account number 110-20-210.48001_220 "Transfers Out to Fd 266 COPS Grant Match" to account number 266-20-255-361.38001_220 "Transfers In COPS Grant Match" for Fiscal Year 2020-2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$189,484 FOR ONE-TIME EQUIPMENT AND }
RELATED EXPENSES RELATIVE TO THE }
COPS GRANT FROM THE CANNABIS FUND }
UNASSIGNED RESERVES THROUGH A }
TRANSFER FROM ACCOUNT NUMBER }
117-10-190.48001_220 "TRANSFERS OUT }
TO FD 266 COPS GRANT MATCH" TO }
ACCOUNT NUMBER 266-20-255-361. }
38001_220 "TRANSFERS IN COPS GRANT }
MATCH" FOR FISCAL YEAR 2020-2021 }
_____ }

RESOLUTION NO. 2021-

WHEREAS, on December 8, 2020, the City Council adopted Resolution No. 2020-198 authorizing the acceptance of a COPS Grant; and

WHEREAS, the COPS Grant will provide funding for the partial salary and benefit expenses associated with employing four (4) additional Police Officers of a period of three (3) years; and

WHEREAS, the City will incur one-time equipment and related expenses associated with employing four (4) additional Police Officers which will not be covered by the COPS Grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$189,484 for one-time equipment and related expenses relative to the COPS Grant from the Cannabis Fund unassigned reserves through a transfer from account number 117-10-190.48001_220 "Transfers Out To Fd 266 COPS Grant Match" to account number 266-20-255-361.38001_220 "Transfers In COPS Grant Match" for Fiscal Year 2020-2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

February 23, 2021



From: Gary R. Hampton, Acting City Manager
Prepared by: Nadine C. Silva, Senior Accountant
Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Establishing a separate fund (Fund 117) within the General Fund to account for Cannabis related revenue and expenditure activity for FY 2020-2021 and all subsequent fiscal years and transferring all revenue and expenditure activity in FY 2020-2021 to date from Fund 110 to Fund 117 and recording budget for Cannabis activity in Fund 117

2. SYNOPSIS:

Establish Fund 117, a separate fund within the General Fund, to account for Cannabis related revenue and expenditure activity for FY 2020-2021 and all subsequent fiscal years and transfer all revenue and expenditure activity in FY 2020-2021 to date from Fund 110 to Fund 117 and record budget for Cannabis activity in Fund 117, as attached hereto as Exhibit "A", as directed by City Council at the February 9, 2021 Council Meeting.

3. DISCUSSION OF ISSUE:

On June 11, 2019, Ordinance No. 1255-CS was signed and approved by the City Council of the City of Turlock, amending the Turlock Municipal Code Title 5, Chapter 5-21, to establish a commercial cannabis pilot program which established a regulatory structure to allow all cannabis businesses permitted by state law, including retail, manufacturing, cultivation, distribution, and testing.

On January 14, 2020, Resolution No. 2020-003 was adopted by the City Council of the City of Turlock, approving a policy on the use of cannabis derived public benefit revenues from development agreements, to be used on cannabis related expenses, unfunded liabilities, asset replacement, and one-time emergency capital improvements projects.

On February 9, 2021, the City Council of the City of Turlock directed staff to establish a separate fund to account for the revenues and expenditures of

cannabis businesses to provide fiscal accountability for the use of these revenues as prescribed in the Policy adopted on January 14, 2020, as attached hereto as Exhibit "B".

All revenues and expenditures accounted for in FY 2020-2021 to the date of this report will be transferred from Fund 110 to Fund 117. All revenues received and expenditures incurred for the remainder of FY 2020-2021 and all subsequent fiscal years, will be accounted for in Fund 117. The "Policy on Use of Cannabis Derived Revenues" as adopted on January 14, 2020, Resolution No. 2020-003, as attached hereto as Exhibit "B", will be adhered to when accounting for revenue and allowable expenditures of Cannabis revenue.

4. BASIS FOR RECOMMENDATION:

- A. To provide a separate accounting of cannabis related activity within the General Fund to ensure adherence to the policy approved by City Council on January 14, 2020, as attached hereto as Exhibit "B".
- B. To account for Cannabis activity and fund balance in a manner that separates Cannabis fund balance from the General Fund fund balance and separates cannabis related activity from other General Fund activity.

5. FISCAL IMPACT / BUDGET AMENDMENT:

<u>\$1,070,000</u>	Forecasted Cannabis Dispensary Revenue
\$1,070,000	TOTAL Budgeted Revenue for FY 2020-2021
\$ 10,000	Forecasted Contract Attorney
\$ 2,000	Forecasted Cannabis Business Expenses
\$ 500	Forecasted Advertising
\$ 12,500	TOTAL Budgeted Expenses for FY 2020-2021
\$ 189,484	COPS Grant One Time Equipment and Related Expenses Match (Transfer from Fund 117 to Fund 110)
<u>\$ 201,984</u>	TOTAL Budgeted Expenses and Transfers for FY 2020-2021
<u>\$ 868,016</u>	Forecasted Revenue over Expenses for FY 2020-2021

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may reject the establishment of a separate fund (Fund 117) to account for Cannabis related revenue and expenditure activity for FY 2020-2021 and all subsequent fiscal years and transfer all revenue and expenditure activity in FY 2020-2021 to said fund, however, this alternative is not recommended as a separate fund will provide better fiscal accountability of Cannabis activity and fund balance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING A }
SEPARATE FUND (FUND 117) WITHIN THE }
GENERAL FUND TO ACCOUNT FOR }
CANNABIS RELATED REVENUE AND }
EXPENDITURE ACTIVITY FOR FY 2020-2021 }
AND ALL SUBSEQUENT FISCAL YEARS AND }
TRANSFERRING ALL REVENUE AND }
EXPENDITURE ACTIVITY IN FY 2020-2021 }
TO DATE FROM FUND 110 TO FUND 117 AND }
RECORDING BUDGET FOR CANNABIS }
ACTIVITY IN FUND 117 }

RESOLUTION NO. 2021-

WHEREAS, on June 11, 2019, Ordinance No. 1255-CS was signed and approved by Council, amending the Turlock Municipal Code Title 5, Chapter 5-21, to establish a commercial cannabis pilot program to allow all cannabis businesses permitted by state law; and

WHEREAS, on January 14, 2020, Resolution No. 2020-003 was adopted by Council, approving a policy on the use of cannabis derived public benefit revenues from development agreements, to be used on cannabis related expenses, unfunded liabilities, asset replacement, and one-time emergency capital improvement projects; and

WHEREAS, on February 9, 2021, Council directed staff to establish a separate fund to account for cannabis related revenue and expenditure activity to provide fiscal accountability for the use of these revenues as prescribed in the Policy adopted on January 14, 2020, as attached hereto as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby establish Fund 117, a separate fund within the General Fund, to account for cannabis related revenue and expenditure activity for FY 2020-2021 and all subsequent fiscal years and transfer all activity to date in FY 2020-2021 from Fund 110 to Fund 117, as attached hereto as Exhibit "A".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Cannabis Fund Activity FY 2020-2021

Account	Account Description	FY 20/21 Transactions Year to Date 2/16/21	FY 20/21 Budget Amendment(s)
Fund 110 - General Fund Department 10 - Administration			
REVENUE			
37105	Cannabis		
37105_001	Cannabis RFQ	-	-
37105_002	Cannabis Dispensary *	603,155	1,070,000
37105 - Cannabis Totals		603,155	1,070,000
REVENUE TOTALS		603,155	1,070,000
EXPENSE			
43010	Contract Attorney	7,277	10,000
47004	Cannabis Business Expenses	1,102	2,000
47005	Advertising	240	500
EXPENSE TOTALS		8,619	12,500
TRANSFERS			
48001_220	Tranfers Out to Fd 266 COPS Grant Match	189,484	189,484
TRANSFER TOTALS		189,484	189,484
Fund 110 - General Fund Totals			
REVENUE TOTALS		603,155	1,070,000
EXPENSE TOTALS		198,103	201,984
Fund 110 - General Fund Totals		405,052	868,016

* Revenue through January 2021, received February 2021

CITY OF TURLOCK
POLICY ON USE OF CANNABIS DERIVED REVENUES

A. PURPOSE

On June 11, 2019, City Council approved Ordinance 1255-CS amending the Turlock Municipal Code which established a Cannabis Business Pilot Program. The purpose of this policy is to define the use of the revenues derived from cannabis related businesses.

B. POLICY

It is City Policy that the Public Benefit revenues derived from development agreements with cannabis related businesses be used for cannabis business related expenses to the City of Turlock, unfunded liabilities, and one-time capital improvements.

C. PROCEDURES

1. **Revenue collection:** All revenues collected via development agreement and state sales tax revenues derived from a cannabis related business shall be collected and placed in a special account within Fund 110 (General Fund).
2. **Expenses:** Cannabis derived revenues will be used as follows:
 - a. All cannabis business related expenses, including but not limited to:
 - i. Collection of revenues, including security;
 - ii. Deposit of revenue, including security;
 - iii. Enforcement of the provisions of the Cannabis Business Pilot Program including authorized and unauthorized activities;
 - iv. Monitoring of businesses for compliance with the terms of Development Agreements and land use entitlements; Drug abuse awareness and prevention programs with a particular emphasis on youth programs;
 - v. Auditing;
 - vi. Code enforcement;
 - vii. Legal Fees.
 - b. Unfunded liabilities as follows:
 - i. Asset replacement funds (General Fund), including but not limited to City facilities, equipment and vehicles;
 - ii. Engineering Fund (Fund 502) and Landscape Assessment (Fund 246);
 - iii. CalPERS Unfunded Liability (General Fund).
 - c. Capital Expenses for one-time emergency Capital Improvement projects:
 - i. The City Manager shall recommend to the City Council a project for the use of cannabis revenues identified above for use on one-time emergency capital improvement projects.

City Council Staff Report

February 23, 2021



From: Gary R. Hampton, Acting City Manager
Prepared by: Nadine C. Silva, Senior Accountant
Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Establishing a separate fund (Fund 118) within the General Fund to account for Measure A (local three-quarter (3/4) cent transaction (sales) and use tax) related revenue and expenditure activity approved by voters on November 3, 2020 to take effect April 1, 2021 and appropriating \$2.7 million of revenue to Fund 118 in FY 2020-2021 and accounting for all related revenue and expenditure activity in all subsequent fiscal years in Fund 118

2. SYNOPSIS:

Establish Fund 118, a separate fund within the General Fund, to account for Measure A (local three-quarter (3/4) cent transaction (sales) and use tax) related revenue and expenditure activity, as directed by City Council at the February 9, 2021 Council Meeting and appropriate \$2.7 million dollars of revenue to Fund 118 in FY 2020-2021 for the period of April 2021 through June 2021 and account for all related revenue and expenditure activity in all subsequent fiscal years in Fund 118.

3. DISCUSSION OF ISSUE:

On July 6, 2020, the City Council of the City of Turlock approved amending the Turlock Municipal Code Title 3, adding Chapter 3-11, "City of Turlock, 911 Safety/Emergency Medical Response, Community Services Measure", by imposing an ongoing three-quarter (3/4) cent transactions and use (sales) tax for general city revenue purposes, to remain in effect until the voters amend or repeal it, to be collected and administered by the California Department of Tax and Fee Administration (CDTFA), subject to voter approval.

As detailed in Ordinance No. 1281-CS signed and approved on July 6, 2020, Section 3-11-14, an annual accountability report shall be prepared for the benefit of the citizens of the City and in order to assure accountability in the expenditure of tax revenues received pursuant to this ordinance.

At the November 3, 2020 general municipal election, City voters approved Measure A, and as a result the City adopted Measure A.

Measure A contains tough fiscal accountability provisions including annual independent financial audits, citizen oversight, and public disclosure of spending to ensure funds are used efficiently, effectively, and as promised.

On February 9, 2021, the City Council of the City of Turlock directed staff to establish a separate Fund to account for revenues and expenditures of Measure A in a manner that will provide transparency and full disclosure of revenues collected and expenditures incurred utilizing Measure A funds for FY 2020-2021 and all subsequent fiscal years.

4. BASIS FOR RECOMMENDATION:

- A. To provide a separate accounting of Measure A related activity within the General Fund to ensure adherence to Ordinance No. 1281-CS, Section 3-11-14 (Annual Accountability Report).
- B. To account for Measure A activity and fund balance in a manner that separates Measure A fund balance from the General Fund fund balance and separates Measure A related activity from other General Fund activity.

5. FISCAL IMPACT / BUDGET AMENDMENT:

\$2.7 million Measure A Revenue (April 2021 through June 2021) in Fund 118.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may reject the establishment of a separate fund (Fund 118) to account for Measure A related revenue and expenditure activity, however, this alternative is not recommended as a separate fund will provide better fiscal accountability of Measure A activity and fund balance for FY 2020-2021 and all subsequent fiscal years.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING A	}	RESOLUTION NO. 2021-
SEPARATE FUND (FUND 118) WITHIN THE	}	
GENERAL FUND TO ACCOUNT FOR	}	
MEASURE A (LOCAL THREE-QUARTER (3/4)	}	
CENT TRANSACTION (SALES) AND USE TAX)	}	
RELATED REVENUE AND EXPENDITURE	}	
ACTIVITY APPROVED BY VOTERS ON	}	
NOVEMBER 3, 2020 TO TAKE EFFECT APRIL 1,	}	
2021 AND APPROPRIATING \$2.7 MILLION OF	}	
REVENUE TO FUND 118 IN FY 2020-2021 AND	}	
ACCOUNTING FOR ALL RELATED REVENUE	}	
AND EXPENDITURE ACTIVITY IN ALL	}	
SUBSEQUENT FISCAL YEARS IN FUND 118	}	
	}	

WHEREAS, on July 6, 2020, Council approved amending the Turlock Municipal Code Title 3, Chapter 3-11, by imposing an ongoing three-quarter (3/4) cent transactions and use (sales) tax for general city revenue purposes, to remain in effect until the voters amend or repeal it, to be collected and administered by the California Department of Tax and Fee Administration (CDTFA), subject to voter approval; and

WHEREAS, Section 3-11-14 of Ordinance No. 1281-CS, signed and approved on July 6, 2020, states an annual accountability report shall be prepared for the benefit of the citizens of the City and in order to assure accountability in the expenditure of tax revenues received pursuant to this ordinance; and

WHEREAS, on November 3, 2020, a general municipal election was held where voters approved Measure A, and as a result the City adopted Measure A; and

WHEREAS, Measure A contains tough fiscal accountability provisions including annual independent financial audits, citizen oversight, and public disclosure of spending to ensure funds are used efficiently, effectively, and as promised; and

WHEREAS, on February 9, 2021, Council directed staff to establish a separate Fund to account for revenues and expenditures of Measure A in a manner that will provide transparency and full disclosure of revenues collected and expenditures incurred utilizing Measure A funds for FY 2020-2021 and all subsequent fiscal years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby establish Fund 118, a separate fund within the General Fund, to account for Measure A related revenue and expenditure activity and appropriate \$2.7 million of revenue to Fund 118 in FY 2020-2021 and account for all related revenue and expenditure activity in all subsequent fiscal years.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

February 23, 2021



From: Sarah Eddy, Human Resources Manager

Prepared by: Jessie Dhami, Human Resources Analyst, Senior

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement with Cooperative Personnel Services dba CPS HR Consulting of Sacramento, CA, for temporary professional human resources services for the Human Resources Division, in an amount not to exceed \$65,000, effective February 15, 2021

2. SYNOPSIS:

Approving a Professional Services Agreement with CPS HR Consulting for temporary professional human resources services, primarily in recruitment, selection, and including onboarding for the period of February 15, 2021 through June 30, 2021.

3. DISCUSSION OF ISSUE:

A significant staffing shortage continues to occur in Human Resources. The Human Resources Division has only two (2) fulltime staff members and critically needs assistance to meet the demands of City Departments primarily with the recruitment and selection process including onboarding in order to provide greater levels of service to City Departments. In addition, Human Resources is currently recruiting for a new permanent Human Resources Technician. The Human Resources Technician position has been vacant since November 2019 and subsequently, this position was frozen in fiscal year 2020-2021. Since the vacancy of the Human Resources Technician, staff has recruited, selected and onboarded 91 positions and off boarded 167 positions (full time and part time combined).

Five part-time employees with limited experiences and varying educational backgrounds support the division's operations (averaging between 120 and 145 hours per week) but unfortunately this level of service has not met the needs of Human Resources.

The nature of work performed by Human Resources results in a significant amount of reactive versus planned work, due to the unpredictable needs of individual employees and situations that arise within the City of Turlock. The City currently is staffed with 314 full time employees and 180 part time employees. The growing demands of our City and departments heavily outweigh our current staff levels and the limited fulltime resources we currently have.

Contracting with CPS HR Consulting and working with Human Resources Professionals will limit acute personnel issues, limit financial resources through legal fees, expedite the support assistance required for labor negotiations, and keep Human Resources staff and processes operating efficiently.

After conducting a survey of what other Human Resources agencies use to fill temporary needs, staff has identified CPS HR Consulting as the best option to provide temporary assistance due to the level of skill needed and customer satisfaction. CPS HR Consulting is based in California and has provided test services since 1985. Headquartered in Sacramento, California, CPS HR Consulting leverages their deep expertise and collaborative process to guide clients in the areas of organizational strategy, testing, recruitment and selection, classification and compensation, licensing and certification, general HR services and training and development. This strategic, all-encompassing approach to human resources improves organizational performance for clients across the United States. Exhibit A is a copy of the proposal from CPS HR.

4. BASIS FOR RECOMMENDATION:

- A. Contracting with CPS HR Consulting will limit acute personnel issues, limit financial resources through legal fees, expedite the support assistance required for labor negotiations, and keep Human Resources staff and processes operating efficiently.

5. FISCAL IMPACT / BUDGET AMENDMENT:

An appropriation of \$65,000 was approved during the mid-year budget review process (on February 9, 2021) in account number 110-10-109.43060_000 "Contract Services General".

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may reject the Agreement with CPS HR Consulting. The alternate is not recommended; Conducting a recruitment for a temporary need, (assuming there was one qualified and available), would present a critical gap in services as the City works through labor negotiations and a host of other time sensitive Human Resources issues.



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
COOPERATIVE PERSONNEL SERVICES dba CPS HR CONSULTING
for
TEMPORARY PROFESSIONAL HUMAN RESOURCES SUPPORT SERVICES**

City Contract No. XXXX-XX

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Cooperative Personnel Services dba CPS HR Consulting a California joint powers authority (“Professional”), on this 23rd day of February 2021 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with Temporary Professional Human Resources Support Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

E. The City will provide CPS HR Consultant a City email address, a phone extension, a work station including, printing, faxing, scanning capabilities, writing materials including pens, pencils, highlighter and notepads. In addition, the City will ensure all proper

protective equipment in place due to the pandemic including masks, sanitizers, gloves, disinfecting wipes, etc.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 51 of this Agreement, Sections 1 through 51 shall prevail.

2. Term. The term of this Agreement shall be 6 months and will commence on the Effective Date and terminate on the 30th day of June 2021 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date").

4. Work.

4.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

4.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

4.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth

the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

5. Compensation.

5.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Sixty-Five Thousand Dollars (\$65,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

5.2. Subsequent Payments. City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

5.3. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

6. Notice to Proceed. Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed"), with which City shall also deliver the Deposit.

7. Time of Performance. Professional warrants that it will commence performance of the Services within one (1) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

8. City Assistance to Professional. Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which may be required to perform its obligations under this Agreement, with the exception of items of City assistance provided in **Exhibit B: City Assistance to Professional** ("City Assistance to Professional"). City shall furnish to Professional only the facilities, equipment, materials, information, personnel and administrative assistance listed in **Exhibit B**. Notwithstanding the foregoing, City shall cooperate with Professional and shall not actively interfere with Professional's performance of Services under this Agreement.

9. Time and Personnel Devoted to Services. Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

10. Performance by Qualified Personnel; No Subcontracting. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

11. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

11.1. Qualifications. Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

11.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not

so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

11.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

11.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

11.5. No Conflict of Interest. Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

12. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the Contractor Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

14. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

15. Excusable Delays; Notice to Other Party of Delay. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional's financial inability to perform; (b) Professional's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

16. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

17. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When

possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

18. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

19. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

20. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

21. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in

accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

23. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

24. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

24.1 General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

24.2 Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy

limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

24.3 Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

24.4 Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for, leased, hired, and borrowed automobiles.

24.5 Waiver of Subrogation. With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional 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 Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

26. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

27. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

28. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

29. Professional Not Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

30. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

31. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock**
Attn: Sarah Eddy
156 S. Broadway, Suite 235
Turlock, CA 95380-5461

With courtesy copies to: **Churchwell White LLP**
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Professional: **CPS HR Consulting**
Attn: Melissa Asher
2450 Del Paso Road, Ste 220
Sacramento, CA 95834

32. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Sarah Eddy
156 S. Broadway, Suite 235
Turlock, California 95380-5456
Telephone: (209) 668-5810
E-mail: Seddy@turlock.ca.us

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

34. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

35. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

36. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

37. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or

federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

38. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

40. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

41. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

42. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

43. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

44. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

45. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

46. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

47. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

48. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

49. Attorney's Fees and Costs. If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

50. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

51. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[Signatures on Following Page]

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

PROFESSIONAL

Cooperative Personnel Services dba CPS HR Consulting, a California joint powers authority

By: _____

Print Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

Date _____

CITY

City of Turlock, a California municipal corporation

By: _____
Gary R. Hampton, Acting City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Sarah Eddy, Human Resources Manager

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

PROPOSAL

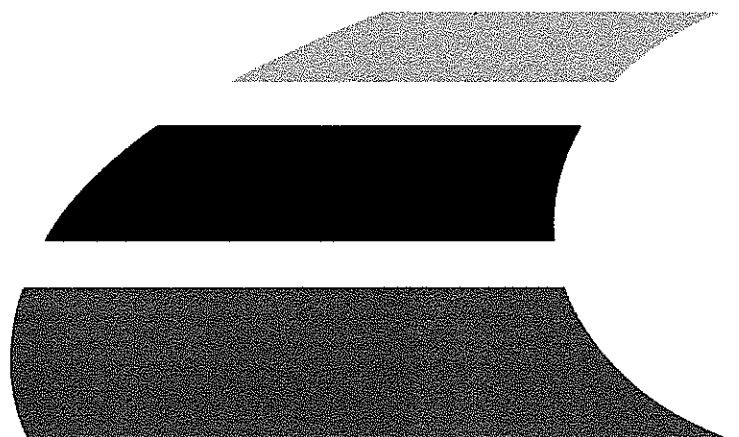
City of Turlock

Interim Human Resources Support

January 29, 2021

SUBMITTED BY:
CHRISTINA BATORSKI PEACOCK
Manager, Recruitment Solutions

CPS HR Consulting
2450 Del Paso Road
Suite 220
Sacramento, CA 95834
P: 916-471-3426
cbpeacock@cpshr.us



Your Path to Performance

January 29, 2021

Jessie Dhami Human
Resource Analyst, Senior
City of Turlock
156 S. Broadway
Turlock, CA 95380

Sent via e-mail to JDhami@Turlock.ca.us

Dear Mr. Dhami,

CPS HR Consulting ("CPS HR") is excited about the opportunity to partner with the City of Turlock ("City") to provide an Interim Human Resource services at a Technician-Analyst level. We appreciate this opportunity to submit a proposal and look forward to partnering with the City on this important work.

With a rich history of assisting government agencies with a full range of human resources services, we at CPS HR are confident that together we can provide expert solutions to meet your needs in a cost-effective manner. We have a deep bench of experts in a broad array of human resources disciplines, long-term experience providing services within the public sector, and an emphasis on quality and value that can be confirmed by our current and past clients.

CPS HR also delivers personalized results-oriented service, utilizing best practice methods and strategies from our team of experts. You will find that:

- ***We are practiced at providing exemplary and responsive service for a variety of HR services.*** CPS HR has held hundreds of contracts with local government agencies, so we know how to be responsive to your unique needs. We have the staff, expertise and resources to provide full-service, on-going HR consulting and top-notch professional audit and review services if needed.
- ***We bring in-depth understanding of all local government operations, programs, and services.*** CPS HR has been helping public agencies meet their human resource needs for nearly 30 years. Our team of experts includes a variety of professionals with the credentials and direct public agency experience necessary to deliver technically accurate expertise in an innovative and engaging manner.

CPS HR is flexible with the proposed work plan and alternate approaches may be discussed which may in turn change proposed scope and costs. Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact Chrissy Peacock at cbpeacock@cpshr.us (916) 471-3426.**

Sincerely,



Christina Batorski Peacock
Manager, Recruitment Solutions

About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years.

We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is knowledge of and expertise in the public sector. CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.







With more than 93 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Austin, TX; Littleton, CO; and Orange County, CA.



Human Resource Consultation Services

For our HR Consulting services we are able to draw from our comprehensive range of HR services, all of which can be customized to meet your organization's specific needs. Our expertise spans the areas of classification and compensation, organizational strategy, recruitment and selection, and training and development as well as general human resources policies and procedures.

					
ORGANIZATIONAL STRATEGY	TESTING, RECRUITMENT & SELECTION	CLASSIFICATION & COMPENSATION	TRAINING & DEVELOPMENT	GENERAL HR SERVICES	LICENSING & CERTIFICATION
+ Workforce Planning	+ Job Analysis	+ Classification	+ Training Courses	+ HR On-Demand	+ Testing Services
+ Succession Planning	+ Recruitment Solutions	+ Compensation	+ Training Programs	+ Complaint Investigations	+ Applicant / Candidate Management
+ Performance Management	+ Assessment Center Services		+ Supervisory Skills		+ Credential Program Management
+ Employee Engagement	+ Executive Search		+ Leadership Development		+ Accreditation
+ Change Management	+ Selection Tools Development		+ Executive Coaching		
+ Organizational Assessment, Redesign & Re-engineering	+ Test Administration		+ Accelerated Leader 360° Assessment™		
	+ Test Rental				

Your Needs

In response to your request for an Interim Human Resources services, CPS HR will assign a highly skilled and fully knowledgeable Human Resource Consultants who will be available to provide ongoing HR support for the City of Turlock. In an effort to best address the City's needs during the duration of this assignment, additional CPS HR Consulting staff may be assigned to perform certain tasks, provide specific expertise, and/or support the project, dependent upon the specific human resources matters to be addressed. It is assumed that City staff and/or Chief Negotiators will handle labor relations activities, such as meet and confers and contract negotiations.

CPS HR will provide human resources support as needed, both onsite and on a remote basis to provide best practice recommendations and professional assistance in the following areas:

- Recruitment and Selection
- Onboarding
- Workers Compensation
- Risk Management

- Classification and Compensation
- Interpretation and Application of Personnel Rules and MOU provisions
- Performance Management
- Employee Relations, including workplace investigations
- Policy and Procedure Development and/or Review
- Training
- Other HR related tasks or needs as deemed necessary

Our approach includes providing high-level expertise, advice, consultation and services to assure appropriate research, analysis, and professional Human Resource perspectives are applied for all projects and inquiries. We will be proactive in the performance of our services and work collaboratively with the City to ensure practical, win-win decisions are made to the benefit of the organization, the staff, and the clients and citizens you serve.

Project Staffing

We propose assigning a Senior Human Resource Consultant to your organization that possesses a diverse human resource background. The consultant will be able to provide guidance to your organization on a variety of human resource related matters. Additional CPS HR staff may be assigned as needed to provide the City with subject matter expertise. Should there be a request for a workplace investigation, CPS HR would assign one of our investigators who meet the California licensure requirements to provide these services. **Lisa Conner will serve as Project Manager.** Ms. Conner will be joined by Karen Rodriguez who will serve as the Human Resource Consultant. Their resumes are included below.

Lisa Conner, MA, SHRM-SCP

Profile

Ms. Conner has over 15 years of professional human resources experience, performing a wide range of responsibilities, including, but not limited to recruitment and selection activities, classification studies, and audits of County personnel systems against Federal and State merit principles.

Employment History

- Principal Consultant, CPS HR Consulting
- Supervising Human Resources Analyst, County of Sonoma
- Human Resources Analyst III, County of Sonoma
- Senior Consultant, CPS HR Consulting
- Human Resources Analyst III, City of Petaluma
- Technical Advisor, City of Rohnert Park

Professional Experience

- Act as a Project Manager and Consultant on a wide range of professional human resources projects; oversee and supervise a team of human resources professionals
- Provided the full range of supervisory responsibilities to a team of human resources professionals and technical staff within the Recruitment and Classification Division of a centralized Human Resources Department
- Performed in a lead capacity performing the full range of recruitment and selection activities, to ensure a fair, equitable, and merit-based approach to all selection and hiring practices
- Developed and provided training to the public and County employees regarding career development, HR best practices, County recruitment and selection processes, and Civil Service Rule interpretations
- Conducted classification studies; participated in meet and confer sessions; prepared reports of findings to Counties, the Civil Service Commission, and/or the Board of Supervisors
- Lead Consultant for the Approved Local Merit System (ALMS) Counties' audits, to ensure compliance with State and Federal merit principles

Education

- M.A. Sacramento State University, Sacramento, CA – Industrial/Organizational Psychology
- B.A. Lewis and Clark College, Portland, Oregon – Psychology, Music (Minor)

Professional Organizations and Affiliations

- Senior Certified Professional (SHRM-SCP) with the Society for Human Resource Management (SHRM)

Karen Rodriguez, MBA

Profile

Ms. Rodriguez has more than 20 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, classification and compensation, labor and employee relations, and policy development.

Employment History

- Project Consultant, CPS HR Consulting
- Senior Consultant, CPS HR Consulting
- Assistant Director, Merced County Department of Child Support Services
- Staff Services Manager, Merced County Human Services Agency
- Staff Services Analyst – Personnel, Merced County Human Services Agency
- Fiscal Services Supervisor, Merced County Human Services Agency

Professional Experience

- Established cooperative working relationships with directors, managers, supervisors, and staff to interpret and apply policy and procedures, discipline, EEO, recruitment/selection, classification, payroll, leave management, and special projects in a county environment.
- Responsible for operations, staffing, and Human Resources functions for Human Services and Child Support Agencies; including developing strategies to meet federal performance measures, process improvement and quality control.
- Provided consultation and support to Interagency Merit System (IMS) counties related to recruitment and selection activities, classification studies, job analyses, and other human resources activities.
- Lead and participated in audits of Approved Local Merit System (ALMS) Counties to ensure compliance with State and Federal merit principles.
- Responsible for recruitment and selection, including development of advertising plans, outreach to potential candidates, development of exam processes and creation of eligible lists.
- Conducted classification studies for both individual positions and classifications with multiple incumbents.

Education

- Master of Science, Business Administration – University of Phoenix
- Bachelor of Science, Business Management – University of Phoenix
- General Education – Merced College

Professional Certification

- Human Resources Senior Certified Professional (IPMA-SCP) with International Public Management Association for Human Resources.
- Past President, Central California Chapter, IPMA-HR

Pricing

Hourly Rates

CPS HR is proposing the level, description, and rates below with the assumption that services will be provided remotely and onsite, up to 30 hours per week. Additionally, we estimated minimal Project Management time and administrative and technical support on an as-needed basis. CPS HR considers this a time and materials contract and would only bill for actual hours worked on a monthly basis.

Table 1 - Project Team Roles and Hourly Rate	
CPS HR Staff Classification	Hourly Rate
Project Manager	\$135
Senior HR Consultant	\$125
Administrative Technician (if needed)	\$115
CPS HR Investigator (if needed)	\$185

Total Cost Estimate for March 1st through June 30th

Based on the assumptions provided above, the total cost for professional services per month is estimated to be approximately \$15,135. It is our understanding services may be needed for a period of four months, putting the total amount \$60,540. ***CPS HR proposes a time and materials contract not-to-exceed \$65,000.*** CPS HR will invoice the City on a monthly basis for actual services provided only.

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City Council Staff Report

February 23, 2021



From: Sarah Eddy, Human Resources Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agenized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Approving City-wide pay ranges for part-time employees in accordance with the State of California Department of Industrial Relations Minimum Wage requirement, effective January 1, 2021

2. SYNOPSIS:

Approving pay ranges for part-time employees in accordance with minimum wage increase requirement January 1, 2021.

3. DISCUSSION OF ISSUE:

On January 1, 2021, the State of California Department of Industrial Relations increased the minimum wage for employers with 26 employees or more from \$13.00 per hour to \$14.00 per hour. As a result of the state minimum wage increase, the City of Turlock ("City") is proposing approval of a pay range schedule for part-time employees (see Attachment A).

City departments have proposed pay ranges for each of their respective part-time job classifications, with the required hourly rate reflected. Applying the increase to all part-time employees, for specific positions, will address compaction issues where present.

Gavin Newsom, Governor of California, has approved a minimum wage increase every January 1st through the year 2022. Having a City-wide part-time pay range schedule will be an effective and consistent tool for all departments. In addition to each department's list of part-time positions, the schedule also reflects part-time positions that are common to all departments.

Some part-time positions require additional certifications and credentials. The hourly rates for these positions are adjusted to coincide with the competitive job market with other agencies.

4. BASIS FOR RECOMMENDATION:

- A. The City of Turlock is requesting approval of a part-time pay range schedule reflecting a minimum wage increase requirement, to maintain compliance with the California Department of Industrial Relations.
- B. In accordance with the City of Turlock Personnel Resolution, Section 13.01, the City Manager prepares the compensation plan for all positions and in accordance with Section 13.02, the City Manager submits the proposed plan to Council for approval.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: All expenses are budgeted in each department's respective budget for FY 2020/2021, and will be budgeted accordingly in future budgets.

For the Parks, Recreation, & Public Facilities Department, the increase of minimum wage will be offset through program and facility rental fees in accordance with Cost Recovery fee schedule.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could choose not to approve the proposed part-time wage increase. Staff does not recommend this alternative as it would create compaction issues caused by the State of California Department of Industrial Relations minimum wage increase.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
CITY-WIDE PAY RANGES FOR PART-TIME }
EMPLOYEES IN ACCORDANCE WITH THE }
STATE OF CALIFORNIA DEPARTMENT OF }
INDUSTRIAL MINIMUM WAGE REQUIREMENT, }
EFFECTIVE JANUARY 1, 2021 }

RESOLUTION NO. 2021-

WHEREAS, on January 1, 2021, the State of California Department of Industrial Relations increased the minimum wage for employers with 26 employees or more from \$13.00 per hour to \$14.00 per hour. As a result of the state minimum wage increase, the City of Turlock ("City") is proposing approval of a pay range schedule for part-time employees (Attachment A); and

WHEREAS, City departments have proposed pay ranges for each of their respective part-time job classifications, with the required hourly rate reflected, which will also address compaction issues where present; and

WHEREAS, some part-time positions require additional certifications and credentials; therefore, the hourly rates for these positions are adjusted to coincide with the competitive job market with other agencies; and

WHEREAS, having a City-wide part time pay range schedule will be an effective and consistent tool for all departments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve City-wide pay ranges for part-time employees in accordance with the State of California Department of Industrial Relations Minimum Wage requirement, effective January 1, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Part Time Positions & Pay Range Schedule

For the Period: January 1, 2021-December 31, 2021

Part Time Staff Hourly Wage

Adjustment in Conjunction with Minimum Wage

Departments	Job Titles	Pay/ Pay Ranges
Parks , Recreation & Public Fac. Maint/Arts	Recreation	
	Recreation Leader - PLAY	\$14.00
	Site Manager - PLAY	\$15.00
	Recreation Leader - ASES Grant	\$15.00
	Site Manager - ASES Grant	\$16.00
	Program Specialist	\$17.00
	Special Event	\$14.00
	Youth Sports Official	\$14.00
	Adult Sports Official	\$14.00
	Youth Sports Coaches	\$14.00
	Site Manager - Youth Sports	\$15.00
	Site Manager - Adult Sports	\$15.00
	Lifeguard	\$15.50
	Swim Instructor	\$14.00
	Assistant Pool Manager	\$16.00
	Pool Manager	\$17.00
	Aquatic Specialist	\$18.00
	Cashier	\$14.00
	Event Assistant	\$18.00
	Maintenance	
	PT Maintenance Worker	\$15.00
	Maintenance Intern	\$14.00
	Class Instructors	\$14.00 - \$26.00 (see below)
	Class Instructor Categories	
	Community Service Class (No Cert Required)	\$14.00-\$16.00
	Certification Required	\$15.00-\$26.00
	Credentialed Instructor*	\$16.00-\$26.00
	*Instructor is defined as a single/multiple subject credential or any other credential requiring a Bachelor's degree	

Part Time Positions & Pay Range Schedule

For the Period: January 1, 2021-December 31, 2021

Part Time Staff Hourly Wage

Adjustment in Conjunction with Minimum Wage

Departments	Job Titles	Pay/ Pay Ranges
Police	PT Kennel Att.	\$14.00
	PT Cadet	\$14.00
Fire	PT Neighborhood Preservation Officer	\$14.00-\$16.00
Municipal Services	PT Electronic Instrumentation Worker	\$15.00-\$22.00
	PT Environmental Compliance Inspector	\$15.00-\$22.00
	PT Fleet Maintenance Worker	\$18.00-\$22.00
	PT Laboratory Analyst	\$15.00-\$22.00
	PT Utility Maintenance Worker	\$15.00-\$18.00
	PT Wastewater Treatment Plant Attendant	\$15.00-\$22.00
	PT Water Conservation Worker	\$15.00-\$16.00
Development Services	PT Building Plans Examiner	\$40.00
All Departments	PT Clerical	
	City Clerk's Office	\$14.00-\$16.00
	Parks, Recreation & Public Fac. Maint/Arts	\$14.00-\$16.00
	Police	\$14.00-\$16.00
	Human Resources	\$14.00-\$16.00
	Municipal Services	\$14.00-\$16.00
	Development Services	\$14.00-\$16.00

City Council Staff Report

February 23, 2021



From: Nathan Bray, P.E.,
Interim Development Services Director / City Engineer

Prepared by: Adam Hutchings, P.E., Associate Civil Engineer

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement in the amount of \$142,369.85 (Non-General Fund - Fund 410) with Arrow Construction, Inc., of Sacramento, California, for City Project No. 20-011 "City Utility Trench Repair 2020"

Resolution: Appropriating \$92,000 to account number 410-51-531.43145 "Pave Trenches" from Fund 410 "Water Quality Control (WQC)" unassigned reserves and \$92,000 to account number 420-52-550.43145 "Pave Trenches" from Fund 420 "Water" unassigned reserves to provide necessary funding for City Project No. 20-011 "City Utility Trench Repair 2020"

2. SYNOPSIS:

This action will award bid, approve an Agreement, and appropriate funds for construction of City Project No. 20-011 "City Utility Trench Repair 2020."

3. DISCUSSION OF ISSUE:

City Project No. 20-011 "City Utility Trench Repair 2020" will repair various trenches throughout the City of Turlock. This project involves the removal and replacement of the trench patch and backfill material with properly compacted aggregate base and hot mix asphalt as required to repair the trench. City staff advertised this project on November 4, 2020, through the Turlock Journal and on the City's website for construction projects. On December 10, 2020, four (4) bids were received for City Project No. 20-011 "City Utility Trench Repair 2020." Arrow Construction, Inc. of Sacramento, California, was the lowest responsible bidder with a bid amount of \$142,369.85.

Bid Summary:

COMPANY NAME	BID AMOUNT
Arrow Construction	\$142,369.85
MHK Construction	\$172,777.00
Machado & Sons	\$197,174.00
MP Nexlevel	\$313,001.95

Staff has evaluated the bids and recommends award of bid to the low bidder.

4. BASIS FOR RECOMMENDATION:

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

5. FISCAL IMPACT / BUDGET AMENDMENT:

***NOTE - No General Fund money will be used for this project.**

The total estimated construction costs are displayed below:

Construction Contractor Bid Cost	\$ 142,369.85
Construction Contingency	\$ 14,300.00
Preliminary Engineering in FY 2020-21	\$ 8,271.08
Construction Engineering	\$ 8,000.00
Materials Testing Services	
– NV5 Inc.	\$ 14,847.00
Survey Monument Preservation	
– TDB	\$ 10,000.00
Estimated Total Project Costs	\$ 197,787.93

The designated project account numbers are 410-51-531.43145 "Pave Trenches" and 420-52-550.43145 "Pave Trenches." Each account shall be utilized to provide 50% of the funding for the project. Appropriations of \$92,000 are needed to each project account number to provide adequate funding for the project.

Account Number 410-51-531.43145:

FY 2020-21 Budget Opening Balance	\$ 10,000.00
50% of Project Cost	(\$ 98,893.97)
Funding Shortfall / Appropriation Needed	(\$ 92,000.00)

Account Number 420-52-550.43145:

FY 2020-21 Budget Opening Balance	\$ 10,000.00
50% of Project Cost	(\$ 98,893.97)
Funding Shortfall / Appropriation Needed	(\$ 92,000.00)

6. CITY MANAGER'S COMMENTS:

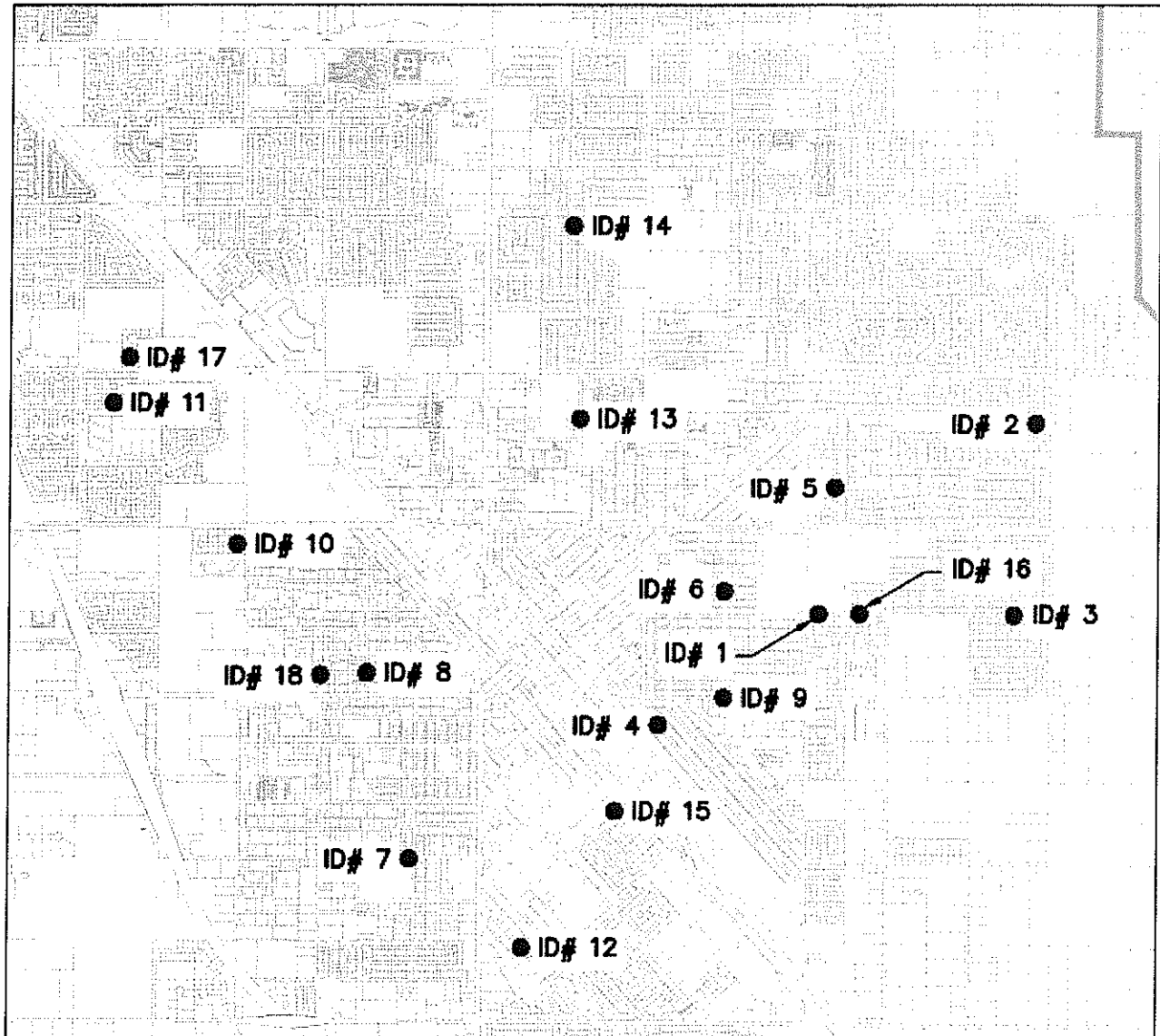
Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project includes the repair of existing roadways and does not include an expansion of land use; therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

8. ALTERNATIVES:

- A. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed.



PROJECT LOCATION MAP



AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 20-011

City Utility Trench Repair – 2020

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and ARROW DRILLERS INC. DBA ARROW CONSTRUCTION, a California corporation (“Contractor”), on this 23rd day of February 2021 (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

- A. City seeks a duly qualified and licensed firm experienced in the construction of Project No. 20-011, “City Utility Trench Repair – 2020 ” (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on February 23, 2021, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Contract Documents: This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Project No. 20-011, “City Utility Trench Repair – 2020 ;”
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. 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; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

All of the Contract 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 regarding the terms of the Contract, the decision of the City Engineer shall be final.

2. Term. The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year after City accepts Contractor’s performance of the Services (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, or the Completion Schedule without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the Completion Schedule

or Contract Price on account of such change. The issuance of a Change Order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & 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 entitled, "General Conditions and Special Provisions for Project No. 20-011, "City Utility Trench Repair – 2020 ." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price.

City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed One Hundred Forty-Two Thousand Three Hundred Sixty-Nine and 85/100th Dollars (\$142,369.85) (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. 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 sole discretion of City 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 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications, as applicable; or

(b). If the work performed is not included on the engineer's estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in Exhibit B, "Payment by Force Account," attached hereto and incorporated herein by reference.

5. Time for Performance.

The time fixed for the commencement of work under the Contract 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 (the "Completion Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Dates, 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 City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge 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. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Dates, in writing, to the City Engineer.

The Completion Dates 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 Completion Dates will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. 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 fifteen (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 the City Engineer.

Contractor shall not be entitled to an adjustment in the Completion Dates for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor's financial inability to perform, Contractor's failure to obtain any necessary permits or licenses from other

governmental agencies, or Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Completion Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *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 Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, 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 the City Engineer in writing thereof, and give specific reasons therefore; the 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 subdivision (b) of this Section.

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

- ii. 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 Contractor shall take all steps possible to minimize this obligation; or
- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further

suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract 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 Contract Price for such portion of the Contract as may have been performed; or

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Dates, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Five Hundred and no/100ths Dollars (\$500.00)** for each calendar day beyond the contract time allotted for Final Completion. This deduction shall not be considered a penalty but shall be considered as delay damages ("Delay Damages"). The aforementioned rates of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as Delay Damages shall not relieve 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 Services by the Completion Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve 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 Services by the Completion Dates.

6. Termination.

- i. *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled

to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

ii. If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost 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, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. Liability for Breach:

Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make Payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City,

drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of acceptance of the work completed by Contractor by the City Council and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

- 9. Disputes Pertaining to Payment for Work:** Should any dispute arise respecting the true value of any work performed, 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 the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to arbitration pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

- 10. Permits and Care of Work:** 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, except those City fees set forth in Section 1 of the Special

Provisions. Contractor has examined the Project site 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 the Contract. 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.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the 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 DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

12. Superintendence by Contractor: Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient

time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to 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 Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

- 14. Conformity with Law and Safety:** Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools, or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

- 15. Other Contracts:** City may award other contracts for additional work on the Project, 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.
- 16. Bonds:** Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as Exhibits D and E, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment 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 the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

17. Indemnification:

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. 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 the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services 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 the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the 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 the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (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.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Not required for this project.

(e) *Contractors Pollution Insurance.* Not required for this project.

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, 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 and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(h) *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 City has provided prior approval.

(i) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. 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, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(j) *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 affect this waiver of subrogation.

(k) *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.

19. Ownership of Work Product: Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract ("Work Product") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City's Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

20. Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to 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 purchases of \$500,000 or more to allocate the use tax to City.

- 21. Independent Contractor:** At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.
- 22. Contractor Not Agent:** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.
- 23. Arbitration of Disputes:** All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

25. Notices: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City:

**City of Turlock
Attn: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to:

**Churchwell White LLP
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814**

If to Contractor:

If to Contractor's Sureties:

26. City Contract Administrator: The City's contract administrator and contact person for this Agreement is:

Adam Hutchings, P.E.
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-5428
E-mail: ahutchings@turlock.ca.us

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

28. Antitrust Claims: Contractor or its subcontractors offer and agree to assign to 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.

29. Use of City Project Number: Contractor or its subcontractors agree 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 Contractor or its subcontractors from using their own project numbers for their own internal use.

30. No Conflict of Interest: Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

32. Modification. No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.

33. Waiver: No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

34. Assignment: No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written

consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

- 35. Authority:** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.
- 36. Governing Law/Venue:** The Contract shall be governed and construed in accordance with the laws of the state of California. Venue for all legal proceedings shall be in the Superior Court of California for the County of Stanislaus.
- 37. Severability:** If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.
- 38. Counterparts:** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.
- 39. Mandatory and Permissive:** “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.
- 40. Headings:** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 41. Attorney’s Fees and Costs:** Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.
- 42. Necessary Acts and Further Assurances:** The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

[Signatures on Following Page]

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 35 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.

**ARROW DRILLERS INC.
DBA ARROW CONSTRUCTION**

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____
Gary R. Hampton, Acting City Manager

Print Name

Date: _____

Address: _____

APPROVED AS TO SUFFICIENCY:

Phone: _____

By: _____
Nathan Bray, P.E., Interim Development
Services Director / City Engineer

Date: _____

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

DIR Registration Number:

ATTEST:

Attach Contractor's Seal Here

By: _____
Jennifer Land, City Clerk

**EXHIBIT A
SCOPE OF SERVICES**

PROPOSAL

Project No. 20-011

City Utility Trench Repair – 2020

City of Turlock, California

DATED: 12/10/2020

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: Arrow Construction

BUSINESS ADDRESS: 1850 Diesel Drive, Sacramento, Ca. 95838

PLACE OF RESIDENCE: Sacramento, Ca. 95838

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

4

PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 2:00 PM on October 27, 2020 at the address shown on the cover sheet of these specifications. FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

Complete Proposal	Page No.
<input type="checkbox"/> PROPOSAL AND BIDDING FORM.....	4-9
<input type="checkbox"/> AFFIDAVIT	10
<input type="checkbox"/> INFORMATION REQUIRED OF BIDDER	11-12
<input type="checkbox"/> BIDDER'S BOND	13-14
<input type="checkbox"/> LIST OF SUBCONTRACTORS.....	15

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDING FORM

PROJECT TITLE: City Utility Trench Repair – 2020

PROJECT NUMBER: 20-011

OPENING DATE: December 10, 2020

OPENING TIME: 2:00 P.M.

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization	LS	1	\$2,900.00	\$2,900.00
2	Traffic Control	LS	1	\$10,890.00	\$10,890.00
3	Trench Repair (Modified City Standard Drawing T-1 and T-2)	SF	2,122 4,478	\$31.05	\$65,888.10
4	Grind and Pave Overlay (Modified City Standard Drawing T-3)	SF	6,705 5,275	\$9.35	\$62,691.75
5	Work not included in bid items no. 1 thru 4	LS	1	\$0.00	\$0.00
Subtotal					\$142,369.85

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

ADDENDA

No. 1 Date 11/19/20 Signed Richard Silva, Jr.

No. 2 Date 11/24/20 Signed Richard Silva, Jr.

No. 3 Date 12/3/20 Signed Richard Silva, Jr.

No. _____ Date _____ Signed _____

No. _____ Date _____ Signed _____

TOTAL BID WRITTEN IN
FIGURES:

\$ 142,369.85

TOTAL BID WRITTEN IN
WORDS:

ONE Hundred Forty Two Thousand Three Hundred
Sixty Nine and Eighty Five cents

CONTRACTOR:

Arrow Construction

COMPANY'S NAME: Arrow Construction

BY: Richard Silva, Jr.

ADDRESS: 1850 Diesel Drive

(Number)

(Street)

Sacramento, Ca.

95838

(City)

(State)

(ZIP)

CONTRACTOR'S PHONE #: (916) 640-0600

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

Arrow Construction, Contractor's License # 708757, Class A
(Company's Name)

Expires 6/30/2021, DIR #: 1000001881

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X Richard Silva, Jr. 12/10/2020
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

8

EXHIBIT B

PAYMENT BY FORCE ACCOUNT

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent (5%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent (5%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance

- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

B. Materials. Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added;
2. Supplier discounts are subtracted whether the Contractor takes them or not;
3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;
5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1 During that period
 - 5.2 In the quantities used

C. Equipment Rental. Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business Contractor does not own.
 - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

D. Equipment on the Job Site. For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

E. Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75

6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

F. Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

G. Non-Owner-Operated Dump Truck Rental. Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. 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, an additional markup of 2 percent (2%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent (2%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: _____

Date: _____

(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

Business Phone: () _____

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for **Project No. 20-011, "City Utility Trench Repair – 2020 ;"** and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and _____ as Surety, are held and firmly bound unto the City of Turlock in the penal sum of _____ (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the "Principal", a contract for **Project No. 20-011, "City Utility Trench Repair – 2020 "**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of _____ (\$ _____), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal's heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery 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 Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor's subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING \$92,000	}	RESOLUTION NO. 2021-
TO ACCOUNT NUMBER 410-51-531.43145	}	
"PAVE TRENCHES" FROM FUND 410 "WATER	}	
QUALITY CONTROL (WQC)" UNASSIGNED	}	
RESERVES AND \$92,000 TO ACCOUNT	}	
NUMBER 420-52-550.43145 "PAVE TRENCHES"	}	
FROM FUND 420 "WATER" UNASSIGNED	}	
RESERVES TO PROVIDE NECESSARY FUNDING	}	
FOR CITY PROJECT NO. 20-011 "CITY UTILITY	}	
TRENCH REPAIR 2020"	}	
	}	

WHEREAS, by separate action, the City Council is requested to approve an Agreement in the amount of \$142,369.85 with Arrow Construction, Inc., of Sacramento, California, for City Project No. 20-011 "City Utility Trench Repair 2020"; and

WHEREAS, the designated project account numbers are 410-51-531.43145 "Pave Trenches" and 420-52-550.43145 "Pave Trenches" and each account shall be utilized to provide 50% of the funding for the project; and

WHEREAS, the Fiscal Year 2020-21 budget does not include sufficient funding in project account numbers 410-51-531.43145 "Pave Trenches" or 420-52-550.43145 "Pave Trenches" to fund project construction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$92,000 to account number 410-51-531.43145 "Pave Trenches" from Fund 410 "Water Quality Control (WQC)" unassigned reserves and \$92,000 to account number 420-52-550.43145 "Pave Trenches" from Fund 420 "Water" unassigned reserves to provide necessary funding for City Project No. 20-011 "City Utility Trench Repair 2020."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

February 23, 2021



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Karen Packwood, Parks, Recreation & Public Facilities Supervisor

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

- Resolution: Authorizing a no-interest loan in the amount of \$1.8 million from the General Fund unassigned reserves to be repaid with revenue generated from cannabis activity to fund the Columbia Park Pool and Splash Pad repairs project as outlined in Option "A" of the Columbia Park Master Plan Project with a twenty-four (24) month re-payment term and priority of cannabis revenue given to complete the repairs to the Columbia Park Pool and Splash Pad prior to utilizing cannabis revenue for any other project
- Resolution: Appropriating \$175,000 to account number 301-61-620.51300 "Construction Repairs/Improvements" to have the Columbia Park Pool and Splash Pad repairs project, as outlined in Option "A" of the Columbia Park Master Plan Project, fully designed and engineered including all ADA improvements
- Resolution: Authorizing a community fundraising campaign to offset the cost to repair Columbia Park Pool and Splash Pad as outlined in Option "A" of the Columbia Park Master Plan Project
- Motion: Authorizing an Agreement with O'Dell Engineering Inc. of Modesto, California in the amount of \$160,000 for design and engineering services for Columbia Park Pool and Splash Pad, in a form approved by the City Attorney

2. SYNOPSIS:

Authorizing a no-interest loan in the amount of \$1.8 million from the General Fund unassigned reserves to be repaid with revenue generated from cannabis activity to fund the repairs of Columbia Park Pool and Splash Pad as outlined in Option "A" of the Columbia Park Master Plan Project with a twenty-four (24) month re-payment term and priority of cannabis revenue given to complete the Columbia Park Pool and Splash Pad repairs project prior to utilizing cannabis revenue for any other

project. An appropriation in the amount of \$175,000 is needed into account number 301-61-620.51300 "Construction Repairs/Improvements" to have the Columbia Park Pool and Splash Pad repairs project, as outlined in Option "A" of the Columbia Park Master Plan Project, fully designed and engineered including all ADA improvements.

3. DISCUSSION OF ISSUE:

As a result of the Columbia Park Master Plan Ad Hoc Committee's efforts, a recommendation from the Parks, Arts and Recreation Commission to reconstruct the Columbia Pool and Splash Pad at an estimated \$6.3 million (Option "C") was presented at the January 26, 2021 Council meeting. After the presentation, the City Council tabled the item until their next meeting. At the February 9, 2021 Council Meeting, the City Council voted to move forward with alternative Option "A" to repair the Columbia Park Pool and Splash Pad at a base estimate of \$1.8 million. Subsequent to the approval of Option "A" (as outlined in the Columbia Park Master Plan document), Council directed staff to develop alternative funding strategies to fund the project.

4. BASIS FOR RECOMMENDATION:

The Columbia Pool and Splash Pad have provided the City of Turlock with many years of service. The pool is in dire need of rehabilitation to safely and effectively serve the community.

Through the extensive facility evaluation study that was conducted in November 2019, the following were identified: code violations, deficiencies, and proposed improvements for rehabilitation of Columbia Pool, the Splash Pad, and the equipment.

This estimated cost does not include ADA improvements (if required), bathroom and locker room improvements (if required), structural analysis of the swimming pool structures, swimming pool mechanical spaces or other spaces that will require destructive testing. It is probable that a facility of this age could have underlying issues that have gone unnoticed by staff and are not apparent to a visual inspection.

With the correction of the code violations and the incorporation of the suggested improvements of the swimming pool and splash pad, these amenities will operate more efficiently and be safer for both patrons and staff.

If funded, this project could begin design and engineering as early as March 2021, provided the City enters into an agreement with O'Dell Engineering, Inc. Bids would be expected in the summer of 2021 with construction starting shortly thereafter. Construction would occur throughout the fall and winter, as weather permits, for the anticipated completion in early spring 2022. Assuming all goes as

planned, the pool and splash pad would be made available to the public for the 2022 aquatics season.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The \$1.8 million is an estimated cost that focuses on code and maintenance issues. Once the project is completely designed and engineered, including all ADA improvements, it is likely the cost will increase and Council will be advised of the updated estimate prior to commencing with any additional work on the project. Included in the updated estimate will be an appropriate amount of contingency to address any unforeseen construction issues associated with the age of the existing infrastructure. There are several funding strategies available for Council consideration and they are as follows:

Cannabis Derived Revenue

At the January 14, 2020 Council meeting, the City Council adopted a policy on the use of revenues derived from the various Council approved cannabis-related businesses. The policy outlined in Attachment "A" indicates the revenue generated by cannabis related activity will only be used for cannabis business related expenses to the City of Turlock, unfunded liabilities, and one-time capital improvements. Based on the policy language, the Columbia Park Pool and Splash Pad repairs project would qualify as one-time capital improvements. As part of the Fiscal Year 2020-2021 Mid-Year budget update, cannabis activity was estimated to generate approximately \$1.07M in revenue and \$201,984 in expenses, resulting in a fund balance of \$868,016.

Measure "A" Sales Tax Revenue

Council may also consider a loan in the amount of \$1.8 million from the General Fund unassigned reserves repaid with revenue generated from Measure "A" to fund the repairs of the Columbia Park Pool and Splash Pad repairs. As indicated in the initiative, the tax is intended to enhance neighborhood safety, anti-gang/anti-drug programs, vagrancy, and keep public areas safe/clean. It is widely acknowledged that opportunities for youth to engage in positive activities such as recreation swim, directly impact crime/delinquency rates and enhance the overall quality of life in our community. Concerns about the safety of Columbia Park was a common theme occurring in the results of the community survey. Investment in a beloved community amenity that results in a safer and more aesthetically pleasing environment is in line with the intent of Measure "A" and would meet more than one of the intended expenditure categories. As part of the Fiscal Year 2020-2021 Mid-Year budget update, revenue generated by Measure "A" was estimated at \$2.7M with no programmed expenses identified.

Community Development Block Grant

It may be possible to use funding from the Community Development Block Grant program to offset a portion of the project; however, those funds are limited and dependent on availability. Staff will work closely with Housing staff to determine how much (if any) funding can be designated for this project.

ADA Funding

It may be possible to use funding from the ADA Reserve Account in the Capital Improvements Fund 301 to offset a portion of the ADA improvements, if necessary. Based on the revenue and expenditures budgeted in Fund 301 ADA, at the end of Fiscal Year 2020-2021 the fund balance is forecasted at \$281,231. A reprioritization of identified ADA related projects would be necessary due to limited availability of funds.

Community Fundraising Initiative

A community fundraising initiative could also be simultaneously launched which would be intended to alleviate the burden on the General Fund and help to more quickly pay back the loan. Corporate sponsorships and public/private partnerships will also be included in this initiative.

Future Maintenance Considerations

To ensure a proper maintenance plan is implemented, it will be necessary to allocate additional funding sources for the necessary routine maintenance of the facility. In addition, a capital replacement strategy will also be implemented to ensure funds are set aside for future needs. These allocations will be included in the Fiscal Year 2021-2022 budget.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could choose not to authorize a loan in the amount of \$1.8 million from the General Fund unassigned reserves serviced with revenue generated from cannabis activity to fund the repairs of the Columbia Park Pool and Splash Pad; however, staff does not recommend this alternative as it would prevent the City from rehabilitating Columbia Pool.

- B. Council could choose to delay the repairs at Columbia Pool and Splash Pad until adequate revenue is accumulated; however, staff does not recommend this alternative as it would delay access to this important community amenity and would likely result in increased construction costs in the future.
- C. Council could choose to authorize a loan in the amount of \$1.8 million from the General Fund unassigned reserves repaid with revenue generated from Measure "A" to fund the repairs of the Columbia Park Pool and Splash Pad.
- D. Council could choose to deny an agreement with O'Dell Engineering Inc. and direct staff to proceed with issuance of a Request for Proposals (RFP); however, staff does not recommend this alternative as this process will add approximately 2.5 months to the schedule before starting design. A RFP from qualified firms would need to be released and evaluated and an agreement brought back to Council for approval.

ATTACHMENT A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A POLICY ON	}	RESOLUTION NO 2020-003
THE USE OF REVENUES DERIVED FROM THE	}	
VARIOUS COUNCIL APPROVED CANNABIS-	}	
RELATED BUSINESSES	}	
	}	

WHEREAS, the City Council approved Ordinance 1255-CS on June 11, 2019, approving a cannabis pilot program; and

WHEREAS, the cannabis pilot program established a regulatory structure to allow all cannabis businesses permitted by state law, including retail, manufacturing, cultivation, distribution, and testing; and

WHEREAS, the City Council desires to use cannabis derived revenues on cannabis related expenses, unfunded liabilities, asset replacement, and one-time emergency capital improvement projects; and

WHEREAS, the policy on the use of revenues derived from the various Council approved cannabis-related businesses is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a policy on the use of revenues derived from the various Council approved cannabis-related businesses.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Turlock this 14th day of January, 2020, by the following vote:

AYES:	Councilmembers Arellano, Nosrati, Larson, Esquer, and Mayor Bublak
NOES:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:



Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

CITY OF TURLOCK
POLICY ON USE OF CANNABIS DERIVED REVENUES

A. PURPOSE

On June 11, 2019, City Council approved Ordinance 1255-CS amending the Turlock Municipal Code which established a Cannabis Business Pilot Program. The purpose of this policy is to define the use of the revenues derived from cannabis related businesses.

B. POLICY

It is City Policy that the Public Benefit revenues derived from development agreements with cannabis related businesses be used for cannabis business related expenses to the City of Turlock, unfunded liabilities, and one-time capital improvements.

C. PROCEDURES

1. **Revenue collection:** All revenues collected via development agreement and state sales tax revenues derived from a cannabis related business shall be collected and placed in a special account within Fund 110 (General Fund).
2. **Expenses:** Cannabis derived revenues will be used as follows:
 - a. All cannabis business related expenses, including but not limited to:
 - i. Collection of revenues, including security;
 - ii. Deposit of revenue, including security;
 - iii. Enforcement of the provisions of the Cannabis Business Pilot Program including authorized and unauthorized activities;
 - iv. Monitoring of businesses for compliance with the terms of Development Agreements and land use entitlements; Drug abuse awareness and prevention programs with a particular emphasis on youth programs;
 - v. Auditing;
 - vi. Code enforcement;
 - vii. Legal Fees.
 - b. Unfunded liabilities as follows:
 - i. Asset replacement funds (General Fund), including but not limited to City facilities, equipment and vehicles;
 - ii. Engineering Fund (Fund 502) and Landscape Assessment (Fund 246);
 - iii. CalPERS Unfunded Liability (General Fund).
 - c. Capital Expenses for one-time emergency Capital Improvement projects:
 - i. The City Manager shall recommend to the City Council a project for the use of cannabis revenues identified above for use on one-time emergency capital improvement projects.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING A }
NO-INTEREST LOAN IN THE AMOUNT OF }
\$1.8 MILLION FROM THE GENERAL FUND }
UNASSIGNED RESERVES TO BE REPAID }
WITH REVENUE GENERATED FROM }
CANNABIS ACTIVITY TO FUND THE }
COLUMBIA PARK POOL AND SPLASH }
PAD REPAIRS PROJECT AS OUTLINED IN }
OPTION "A" OF THE COLUMBIA PARK }
MASTER PLAN PROJECT WITH A TWENTY- }
FOUR (24) MONTH RE-PAYMENT TERM }
AND PRIORITY OF CANNABIS REVENUE }
GIVEN TO COMPLETE THE REPAIRS TO }
THE COLUMBIA PARK POOL AND SPLASH }
PAD PRIOR TO UTILIZING CANNABIS }
REVENUE FOR ANY OTHER PROJECT }

RESOLUTION NO. 2021-

WHEREAS, the Columbia Park Pool and Splash Pad need repairs for code violations, deficiencies, and improvements; and

WHEREAS, the Columbia Park Master Plan Ad Hoc Committee from the Parks, Arts and Recreation Commission recommended to reconstruct Columbia Pool and Splash Pad at an estimated \$6.3 million as option "C"; and

WHEREAS, at the February 9, 2021 City Council meeting, Council voted to move forward with option "A" to repair Columbia Park Pool and Splash Pad at a base estimate of \$1.8 million; and

WHEREAS, the correction of the code violations and improvements of the swimming pool and splash pad will provide more efficient and safer amenities to the public; and

WHEREAS, the \$1.8 million estimated cost is focused on code and maintenance issues; and

WHEREAS, at the January 14, 2020 Council meeting, the City Council adopted a policy on the use of revenues derived from the various Council approved cannabis-related businesses for cannabis related expenses to the City of Turlock, unfunded liabilities, and one-time capital improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize a no-interest loan in the amount of \$1.8 million from the General Fund unassigned reserves to be repaid with revenue generated from cannabis activity to fund the Columbia Park Pool and Splash Pad repairs project as outlined in Option "A" of the Columbia Park Master Plan Project with a twenty-four (24) month re-payment term and priority of cannabis revenue given to complete the repairs to the Columbia Park Pool and Splash Pad prior to utilizing cannabis revenue for any other project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$175,000 TO ACCOUNT NUMBER }
301-61-620.51300 "CONSTRUCTION }
REPAIRS/IMPROVEMENTS" TO HAVE THE }
COLUMBIA PARK POOL AND SPLASH PAD }
REPAIRS PROJECT, AS OUTLINED IN }
OPTION "A" OF THE COLUMBIA PARK }
MASTER PLAN PROJECT, FULLY }
DESIGNED AND ENGINEERED INCLUDING }
ALL ADA IMPROVEMENTS }

RESOLUTION NO. 2021-

WHEREAS, the Columbia Park Pool and Splash Pad need repairs for code violations, deficiencies, and improvements; and

WHEREAS, the Columbia Park Master Plan Ad Hoc Committee from the Parks, Arts and Recreation Commission recommended to reconstruct Columbia Pool and Splash Pad at an estimated \$6.3 million as option "C"; and

WHEREAS, at the February 9, 2021 City Council meeting, Council voted to move forward with option "A" to repair Columbia Park Pool and Splash Pad at a base estimate of \$1.8 million; and

WHEREAS, the correction of the code violations and improvements of the swimming pool and splash pad will provide more efficient and safer amenities to the public; and

WHEREAS, the \$1.8 million estimated cost is focused on code and maintenance issues; and

WHEREAS, the appropriation of \$175,000 will allow the project to be fully designed and engineered, including all ADA requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$175,000 to account number 301-61-620.51300 "Construction Repairs/Improvements" to have the Columbia Park Pool and Splash Pad repairs project, as outlined in Option "A" of the Columbia Park Master Plan Project, fully designed and engineered including all ADA improvements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING A }
COMMUNITY FUNDRAISING CAMPAIGN }
TO OFFSET THE COST TO REPAIR }
COLUMBIA PARK POOL AND SPLASH PAD }
AS OUTLINED IN OPTION "A" OF THE }
COLUMBIA PARK MASTER PLAN }
PROJECT }

RESOLUTION NO. 2021-

WHEREAS, the Columbia Park Pool and Splash Pad need repairs for code violations, deficiencies, and improvements; and

WHEREAS, the Columbia Park Master Plan Ad Hoc Committee from the Parks, Arts and Recreation Commission recommended to reconstruct Columbia Pool and Splash Pad at an estimated \$6.3 million as option "C"; and

WHEREAS, at the February 9, 2021 City Council meeting, Council voted to move forward with option "A" to repair Columbia Park Pool and Splash Pad at a base estimate of \$1.8 million; and

WHEREAS, the \$1.8 million estimated cost is focused on code and maintenance issues; and

WHEREAS, a community fund raising initiative could be launched to alleviate the burden on the general fund; and

WHEREAS, corporate sponsorships and public/private partnerships will also be included in this initiative.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize a community fundraising campaign to offset the cost to repair Columbia Park Pool and Splash Pad as outlined in Option "A" of the Columbia Park Master Plan Project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

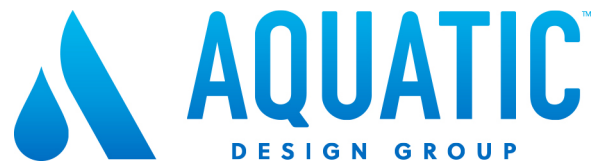
Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

COLUMBIA PARK MASTER PLAN:

Turlock,
California

June 2020

Submitted By:



2226 Faraday Avenue Carlsbad, CA 92008
760.438.8400

www.aquaticdesigngroup.com

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A. SCOPE

Aquatic Design Group visited Columbia Park located in Turlock, California on January 28, 2020 to perform an assessment of the swimming pool and sprayground, as well as their systems and equipment as part of a master plan project for the park. The swimming pool and sprayground were not open for use during Aquatic Design Group's site visit. Columbia Park's aquatics facility consists of one swimming pool and one sprayground with the following dimensions:

- 💧 33-yard x 25-meter L-shaped swimming pool
- 💧 2,912 square foot themed sprayground (approximate measurement)

A sprayground is defined as a pool with no standing water in the splash zone. Staff representing the City of Turlock maintenance department and O'Dell Engineering met with Aquatic Design Group during the site visit.

The following report is a summary of the existing conditions, code violations, deficiencies and proposed improvements for rehabilitation of the Columbia swimming pool, sprayground, and their respective equipment. The scope of this report includes the swimming pool, swimming pool deck areas, sprayground, sprayground deck areas, and swimming pool mechanical equipment. It excludes the structural integrity of the swimming pool shell and appurtenances as well as handicap accessibility in path of travel to the swimming pool area, sprayground area, and within the adjacent buildings. It also excludes mechanical equipment for the sprayground as access to that equipment was not provided during Aquatic Design Group's site visit. It is not improbable that a facility of this age could have underlying issues that have gone unnoticed by staff and are not apparent to a visual inspection; therefore, this report attempts to provide an accurate and realistic assessment of existing conditions. Our observations are based upon the conditions we could observe and information provided by staff. This report should be read in full with no excerpts to be fully representative of the findings and has been prepared exclusively for the City of Turlock. No liability is accepted for any use of or reliance on the report by third parties.

This report identifies any violations of codes that were found. Some of these violations may currently be operating on a grandfathered exemption. It is important to note that though some grandfatherable exemptions by the County Environmental Health Services Department may allow the swimming pool to legally operate in non-compliance of current Title 24 state and county standards, the liability of any health and safety risks to the public may still remain. We therefore recommend that these issues should be reviewed on an individual basis to determine the disposition and possible remedies for each violation.

Certain violations of the State of California Administrative Code may be due to deterioration and material failures in which the code requires that these violations be rectified immediately or the facility is to be shut down. Other violations may be due to modifications to the code over the years. Providing that the violation is not deemed an immediate health or safety risk, the Environmental Health Department may allow the violation to exist as a "grandfatherable condition". These grandfathered conditions are

normally allowed to exist until such time as when the facility is having work done in which the scope of the work will allow for the violation to be remedied. If such work were going to take place, then the Environmental Health Department would demand that the violations be brought into compliance. California Code requires that the County Environmental Health Department review any renovation plans or documents for approval. It is possible that the county health department may require certain, or even all, grandfathered conditions be brought into compliance as part of a renovation project.

In addition to the code violations being of concern to the Environmental Health Department, they may be of concern to the city's Risk Manager as well. If a facility is in violation of the current State Code, the liability exposure alone may warrant the remedy of the violation. Given the subjective nature of the interpretation of the code, violations that may be deemed grandfathered at one point may not be allowed at another time or by a different inspector.

Not included in this report, but an important area to be reviewed, is the requirement for the entire facility to meet the American Disabilities Act (ADA). This includes access to the facility and restrooms, in addition to the swimming pool, sprayground, and decks. To comply, every swimming pool must have a primary means of handicap access into the water. This can include a wheelchair ramp or a handicap lift to allow access to the water. The scope of this report is for the swimming pool, sprayground, and respective decks only. Therefore, access from the street or parking areas to the Columbia swimming pool and sprayground and the adjacent buildings are not covered therein.

The estimated opinion of probable costs identified in the itemized sections of "F" thru "G" of this report includes materials and labor for the repair, but does not include architectural or engineering design costs or complete project soft costs that may occur. Structural analysis of the swimming pool structures, swimming pool mechanical spaces, or other spaces will require destructive testing which is not included in the scope of this report.



Aerial View of Columbia Park Swimming Pool and Sprayground

B. CODES

For the purpose of this report the facility's compliance with current codes will be examined. The current codes that apply are:

- 💧 2018 Uniform Building code
- 💧 2019 California Building Code
- 💧 2019 California Electric Code – Article 680
- 💧 2018 Uniform Fire Code – Article 80
- 💧 2019 California Fire Code – Article 80
- 💧 Title 24 of the California Administrative Code (2016)
- 💧 Title 22 of the California Health and Safety Code (2016)
- 💧 Federal Virginia Graeme Baker Pool and Spa Safety Act
- 💧 California AB1020
- 💧 Americans with Disabilities Act

Article 680 of the CEC is the electric code that pertains to swimming pools. Article 80 of the UFC & CFC is the article that pertains to hazardous material storage and use. Title 24 of the CA Administrative Code, Chapter 31B provides the regulations for the design and operation of public swimming pools. Title 22 of the CA Health and Safety Code provides health and safety regulations for swimming pools. The Uniform Building Code and California Building Code all have portions that pertain to public swimming pools. The Virginia Graeme Baker Pool and Spa Safety Act and its California counterpart AB1020 regulate suction entrapment concerns.



Columbia Swimming Pool

C. POOL AND SPRAYGROUND DATA

The Columbia swimming pool was built in 1957 and has undergone minor renovations and facility updates since the 1990s. Staff report that the sprayground was added to the park approximately ten years ago. Minor renovation projects and facility updates for the swimming pool since the 1990s include:

Year	Scope of Work
1990	Repairs to deep end of swimming pool
1994	New sand filters
1999	Pump and drain work
1999	Swimming pool re-plaster
2000	New chemical controller
2000	Roof installed over pump room
2009	Main drains replaced for VGB compliance
2011	Main drain redo as a result of recall
2012	Aquatic lifts purchased
2013	Replacement of one circulation pump
2017	Diving board removed

List Provided by O'Dell Engineering

One handdrawn as-built drawing for the swimming pool was provided to Aquatic Design Group. No as-built drawings for the sprayground were provided to Aquatic Design Group. Satellite imaging was used to help approximate swimming pool and sprayground measurements.

Swimming Pool:

- 💧 100-feet long x 83-feet wide (per satellite image measurements and drawing provided by O'Dell Engineering)
- 💧 Perimeter: 366 linear feet (per satellite image measurements and drawing provided by O'Dell Engineering)
- 💧 Surface Area: 6,220 square feet (per satellite image measurements and drawing provided by O'Dell Engineering)
- 💧 Volume: 200,524 gallons (by calculation using satellite image measurements, drawing provided by O'Dell Engineering and deck depth markers observed during site visit)
- 💧 Depths range from 1'-0" to 9'-0" (per deck depth markers observed during site visit)
- 💧 Plaster and tile finish
- 💧 Surface skimmer system with nine (9) skimmers and equalizer fittings
- 💧 Wall inlets to distribute filtered and chlorinated pool water
- 💧 Three (3) accessible lifts as a means of ingress and egress
- 💧 Four (4) ladders with grabrails as a means of ingress and egress
- 💧 Two main drains (18" x 18") to draw water from the pool bottom for recirculation

- 💧 Design Turnover Rate: 6-Hours (Based on estimated pool volume and 2016 California Building Code requirement for turnover of 6 hours or less)
- 💧 Design Flow Rate: 557 Gallons Per Minute (Based on estimated pool volume and 2016 California Building Code requirement for turnover of 6 hours or less)
- 💧 Actual Turnover Rate: Unknown (No flow meter present)
- 💧 Actual Flow Rate: Unknown (No flow meter present)

The pool deck is a natural gray concrete with a medium broom finish and does not have a dedicated in-deck drainage system. The pool deck appears to drain to perimeter landscaping.

Sprayground:

- 💧 52-feet long x 56-feet wide (per satellite image measurements)
- 💧 Surface Area: 2,912 square feet (per satellite image measurements)

The sprayground wet deck is a blue color concrete with a medium broom finish and slopes to two (2) storm drains. The deck that surrounds the sprayground wet deck is a natural color concrete with a medium broom finish and slopes to area drains.



Columbia Park Sprayground

Mechanical and Chemical Systems:

Swimming Pool

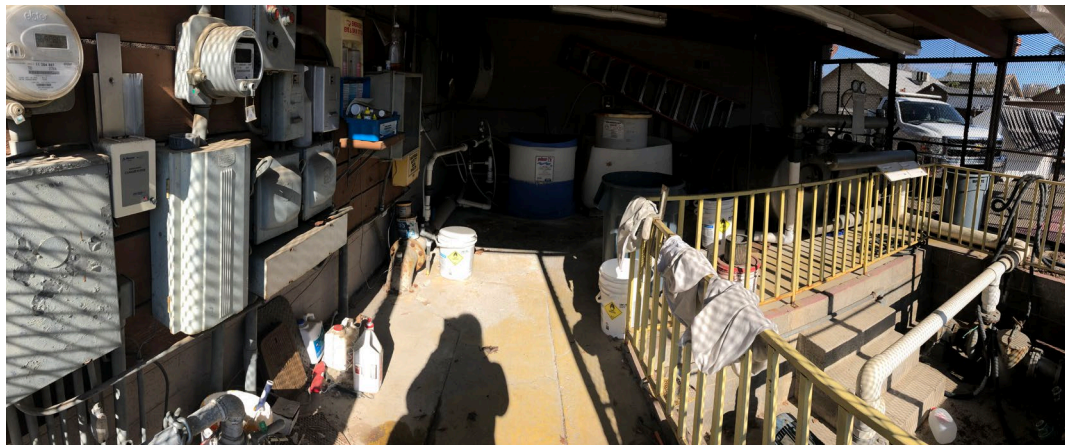
- 💧 Hydrokleen stainless steel filter tanks (x2)
- 💧 Filter flow rate capacity: Unknown (No flow meter present)
- 💧 Flooded-suction pump and motor (x2) (make, model, and horsepower unknown)
- 💧 Chemtrol chemical controller
- 💧 Sanitation: Tablet Chlorine, Calcium Hypochlorite, with Pulsar IV erosion feed system
- 💧 pH Control: Muriatic Acid tank and automated feed system
 - 100 gallon capacity muriatic acid tank (approximation)
 - LMI chemical metering pump

The swimming pool is only in operation during the summer months and the water is not heated by any means other than natural solar energy.

Sprayground

- 💧 Water flow capacity: Approximately 219 gallons per minute (by calculation using available feature product information)

The sprayground is a flow through system connected to municipal potable water that runs through water features for recreational play and drains to waste. Because the sprayground utilizes a flow through system it functions with limited mechanical equipment (feature valves) and no chemical equipment. The feature valves for the sprayground were not made available to Aquatic Design Group during the site visit as staff did not have access.



Swimming Pool Mechanical Enclosure

D. PROGRAMMING

Aquatic Design Group interviewed Karen Packwood with the City of Turlock to determine programming needs for the Columbia swimming pool and sprayground. The following programs were identified for service to the Turlock community:

- 💧 Learn-to-Swim
- 💧 Recreation Swim
- 💧 Day Camp Swim and Sprayground Play

Karen Packwood communicated that the programmable season (June-August) at Columbia swimming pool and sprayground has been getting shorter due to local school academic calendars and availability of staff. As a result of the trend for a shorter season, staff indicated no new or additional programming is desired for the Columbia swimming pool and sprayground. Additionally, staff confirmed that the current facility size accommodates existing programs well but also stated that an updated pool smaller in size would accommodate existing programs well.



Entrance to Columbia Swimming Pool

E. OPERATIONAL ISSUES AND EXISTING CONDITIONS

Aquatic Design Group met with City of Turlock maintenance staff to determine the current means of operation at the facility and to target issues and desired changes to the operations of the Columbia swimming pool and sprayground. Staff are interested in identifying options to update systems to keep the facility in operation. Staff report that they are unaware of any pool or sprayground water leaks. Staff identified the following operation issues of the facility:

- 💧 Poor condition of swimming pool plaster
- 💧 Poor condition of pool deck (noted by health department)
- 💧 Poor condition of swimming pool tile (noted by health department)
- 💧 Aging mechanical and chemical systems and related piping
- 💧 Difficulty finding parts for and servicing the filter tanks

The Columbia swimming pool and sprayground as they stand today are testament to the diligence of staff who truly care about what they do. Without their hard work, overtime, and care, the facility would be in much worse condition. The same level of care combined with strategic fiscal and project planning will ensure the facility can continue to provide crucial services to the community.

The following table summarizes the existing conditions of the swimming pool system components found and identified by Aquatic Design Group.

Swimming Pool

ITEM	CONDITION
Circulation Pumps/Motors	Poor
Filter System	Poor
Chemical Controller	Poor
Plumbing Valves	Poor
Chlorine Pump	Poor
Chlorine Storage	Poor
pH Feed	Poor
pH Storage	Poor

Despite excellent care and maintenance throughout the years, the mechanical and chemical systems are well beyond their useful lifecycles. Approximate ages of system components will be addressed in sections 2.1 and 2.2. The sprayground feature components were not made available during the site visit and therefore existing conditions could not be reported.

F. CODE VIOLATIONS

Aquatic Design Group has determined that the following eighteen items do not comply with current code standards. A description of the condition is given along with a reference to the code that applies. An opinion of probable cost is given for each individual item. These itemized estimates do not include general condition and other costs that are typically added to any project for a complete construction project cost. In the proforma section of this report the itemized costs are totaled to give an example of a complete project cost.

ITEM	DESCRIPTION
1.1	Swimming pool lacks floor inlets
1.2	Swimming pool deck cracking and lacks in-deck drainage
1.3	Swimming pool plaster finish
1.4	Swimming pool lacks code-compliant “no diving” graphic deck markers
1.5	Swimming pool lacks flow meter
1.6	Swimming pool deck lacks proper number of hose bibbs
1.7	Swimming pool area perimeter fencing
1.8	Swimming pool waterline tile failing
1.9	Swimming pool mechanical enclosure lacks proper signage
1.10	Chemical storage areas lack proper signage
1.11	Swimming pool lacks proper safety signage
1.12	Swimming pool mechanical enclosure lacks emergency eyewash shower station
1.13	Swimming pool lacks depth marker indicative of 4'-6" depth
1.14	Swimming pool projections
1.15	Lack of code-compliant restroom fixture count for swimming pool
1.16	Disabled swimming pool access
1.17	Ladder clearance distance from swimming pool wall
1.18	Check main drains for VGBA and AB1020 compliance

1.1 Swimming Pool Lacks Floor Inlets:

The swimming pool has wall inlets and equalizer fittings to distribute filtered and chlorinated water to the pool. California Code requires all swimming pools that are 40-feet wide or wider use floor inlets spaced evenly throughout the pool to assure effective distribution of chlorine for proper disinfection and water quality. The swimming pool is approximately 83-feet wide. The existing wall inlets are in violation of Title 24, Chapter 31B:

3137B.2.4 Floor inlets. Pools that are greater than 40 feet (12,192 mm) in width or 3,000 square feet (278.7 mm²) in surface area shall have floor-mounted return inlets. The number of floor inlets shall be in compliance with Section 3137B.2. All floor inlet fittings shall be located to provide uniform circulation and shall be installed so as to be flush with the surface of the pool bottom.

To install floor inlets in the swimming pool the pool would have to be drained and trenches cut in the pool floor to install new under pool piping. Then floor inlets would be installed and the pool floor concrete replaced. In order to do the trenchwork the pool plaster would have to be removed and replaced. The pool would have to be refilled with water and chemically balanced. The following estimate represents trenchwork, inlets, and pool floor concrete. It is not reflective of pool plaster removal and replacement or costs associated with draining and refilling the pool with water, which are shown in section 1.3 of this report.

(Estimated Cost \$77,750.00)

1.2 Swimming Pool Deck Cracking and Lacks In-Deck Drainage:

The swimming pool deck is cracked in numerous places and heaving. Uneven deck surfaces create a safety hazard as someone can easily catch a toe and trip. Additionally, the deck does not have any dedicated in-deck drainage. The deck appears to slope towards perimeter landscape as a means of drainage. A lack of adequate drainage can create standing water, which can pose a safety hazard for both slip and fall injury as well as pathogen growth. Staff report that the health department mentions the failing deck during annual inspections. The deck is in violation of Title 24, Chapter 31B:

3114B.1. General. A minimum continuous and unobstructed 4-foot wide slip resistant, cleanable, nonabrasive deck area of concrete or like material shall be provided flush with the top of the pool coping extending completely around the pool,

3114B.3. Deck slope. The pool's deck surface shall have a slope of no less than 1 percent but no more than 2 percent away from the pool to a deck drainage system and shall be constructed and finished to prevent standing water.

The existing deck is a medium broom concrete finish and the new deck shall be a medium broom concrete finish with new deck drains and ADA compliant slopes of no less than 1 percent and no greater than 2 percent. Required deck depth markers and "no diving" markers indicated in section 1.4 should be added during deck replacement. The following cost estimate includes demo of the existing deck, new medium broom finish concrete decks, new deck anchors, new depth and safety markers, new deck drains, and a new in-deck drainage system. If a connection for an in-deck drainage system cannot be easily made to a nearby storm drain sufficient to handle the capacity of incidental swimming pool and rain water the cost will increase.

(Estimated Cost \$458,100.00)



Swimming Pool Deck Has Visible Cracks and No In-Deck Drainage

1.3 Swimming Pool Plaster Finish:

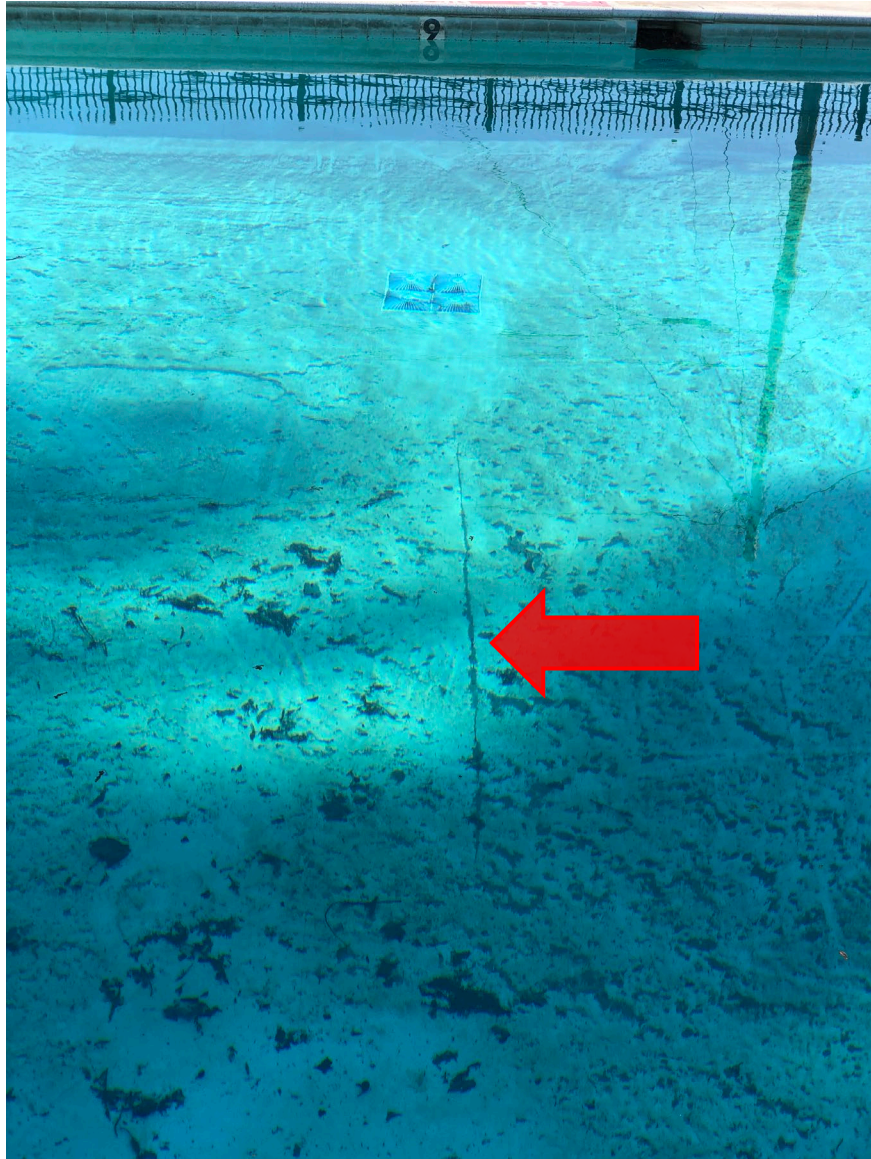
The surface of the swimming pool is showing signs of age. Staff report the surface was last replaced in 1999. The National Plasterers Association states that swimming pool plaster should be expected to last between 12-15 years under normal conditions. In several locations the swimming pool surface has delaminated, spalled, or otherwise separated. This results in unsafe conditions on the surface where sharp edges exist which could result in feet, hands, or other skin being cut or torn when in contact with the surface. The current porous plaster finishes could harbor pathogen growth, creating a further health and safety concern. Lastly, the state of the current plaster may create a condition where water is closer to the underlying structure of the swimming pool shell and could result in further oxidation and deterioration of the steel rebar which can increase the risk of leaks and structural failure of the pool shell. The plaster finish on the swimming pool is in violation of Title 24, Chapter 31B:

3108B.2 Finish. The finished pool shell shall be lined with a smooth waterproof interior finish that will withstand repeated brushing, scrubbing, and cleaning procedures. The interior pool finish shall completely line the pool to the tile lines, coping, or cantilevered deck.

3108B.4 Projections and Recessed Areas. The surfaces of the pool shall not have any projections or recessed areas except for handholds, recessed treads, steps, ladders, stairs, pool inlets and outlets, skimmers, and perimeter overflow systems.

The pool finish should be replaced. The industry standard is to use a quartz-based plaster and tile to finish the pool. The following estimate includes removal of all existing previous pool finish to bare concrete and the installation of a new plaster and tile finish. This estimate also assumes the underlying bare concrete is in good condition and does not need replacing.

(Estimated Cost \$354,500.00)



Linear Crack in Plaster Finish

1.4 Swimming Pool Lacks Code-Compliant “No Diving” Graphic Deck Markers

The swimming pool has “No Diving” markers on the deck but is missing code-compliant “No Diving” graphic markers. The code-compliant “No Diving” graphic markers should be next to depth markers in all areas where the water depth is 6-feet or less. The lack of proper “No Diving” graphic markers is in violation of Title 24, Chapter 31B:

3110B.5 No diving markers. For pool water depths 6 feet (1830 mm) or less no diving markers with the universal symbol of no diving, which is a red circle with a slash through it superimposed over the image of a diver, shall be installed on the deck directly adjacent to the depth markers required by Section 3110B.4.1. No diving markers shall comply with Section 3110B.4.4 (2-3).

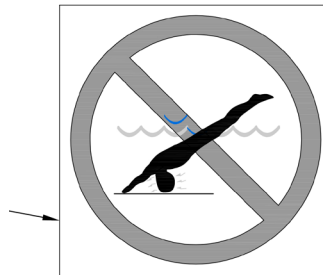
Not a code violation but something to note is that safety markers painted directly on the pool deck are a maintenance item that needs to be refreshed every few years. The industry standard for safety markers is 1' x 1' tile laid in the deck. Tile markers are durable, slip-resistant, and resistant to weathering.

Proper “No Diving” tile graphic markers can be installed by bushing down concrete and laying down code-compliant “No Diving” tile graphic markers. If the pool deck is to be completely replaced, these deck safety markers are included in the cost estimate in section 1.2 along with all other required safety markers constructed of 1' x 1' tile laid in the deck. The following estimate is for a retrofitted install of “No Diving” tile graphic markers.

(Estimated Cost \$3,300.00)



"No Diving" Marker on Pool Deck



NOTE: PLACE IN DECK AT ALL DEPTH MARKER
LOCATIONS 6'-0" AND SHALLOWER

Sample Design of "No Diving" Tile Graphic Marker

1.5 Swimming Pool Lacks Flow Meter:

The swimming pool is missing a flow meter on its circulation system. The missing flow meter is in violation of Title 24, Chapter 31B:

3125B.3. Flow meter. A flow meter shall be provided on each recirculation system accurate to within 10 percent of flow and installed according to the manufacturer's written instructions with increments in the range of normal flow.

A flow meter should be purchased and installed. The following estimate is for a new flow meter and is listed as a range to reflect a cost variance for chosen material.

(Estimated Cost- \$200.00 - \$800.00)

1.6 Swimming Pool Deck Lacks Proper Number of Hose Bibbs:

The swimming pool facility lacks the code minimum number of hose bibbs. The lack of sufficient hose bibbs is in violation of Title 24, Chapter 31B:

3118B Hose Bibbs. ...Hose bibbs shall be provided so that all portions of the pool deck area may be reached with a 75 foot length of hose attached to the hose bibb.

New hose bibbs should be installed to meet code and be evenly distributed around the swimming pool perimeter. The following estimate is for new water lines and hose bibbs. Should a potable water connection not be close by or the existing connection need to be upsized or otherwise altered to accommodate multiple hose bibbs, the cost will increase. The estimate assumes any costs associated with removing and replacing the deck for pipe access are covered in section 1.2.

(Estimated Cost \$9,500.00)

1.7 Swimming Pool Area Perimeter Fencing:

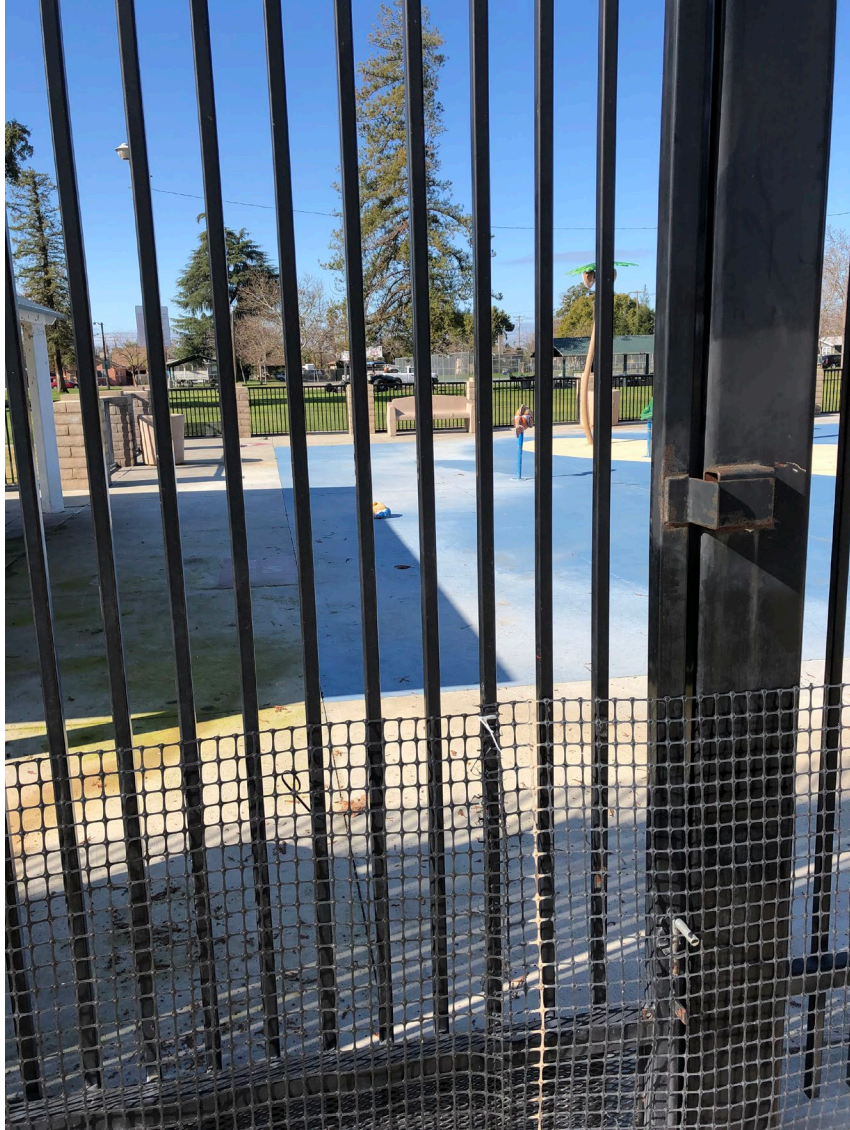
The perimeter fence for the facility is a tubular steel fence that staff report was last replaced in 2005. The current gates for the fence do not have self-closing and self-latching devices and open towards the swimming pool instead of away from the swimming pool. The gates are therefore in violation of Title 24, Chapter, 31B:

3119B.2. Gates. Gates and doors opening into the pool enclosure also shall meet the following specifications:

Gates and doors shall be equipped with self-closing and self-latching devices. The self-latching device shall keep the gate or door securely closed. Gates and doors shall open outwardly away from the pool except where otherwise prohibited by law.

The lack of self-closing and self-latching devices and the opening direction of the gates poses a safety risk. The gates should be updated to open away from the swimming pool and be fitted with self-closing and self-latching devices. The following estimate is for three (3) new gates to meet Title 24 enclosure and gate requirements.

(Estimated Cost \$45,000.00)



Gate on Swimming Pool Perimeter Fencing

1.8 Swimming Pool Waterline Tile Failing:

Waterline tile on the swimming pool is cracked, chipped, and missing in numerous places. The sharp edges pose a potential safety hazard. Staff report the health department mentions the failing tile during annual inspections and expresses that the swimming pool could be forced to close as a result of the failing tile. The broken waterline tile is in violation of Title 22, 116043:

116043 Every public swimming pool, including swimming pool structure, appurtenances, operation, source of water supply, amount and quality of

water recirculated and in the pool, method of water purification, lifesaving apparatus, measures to insure safety of bathers, and measures to insure personal cleanliness of bathers shall be such that the public swimming pool is at all times sanitary, healthful, and safe.

Furthermore, the waterline tile is heavily stained by both water and organic materials. Even with a diligent cleaning the waterline tile would look unsanitary. All waterline tile is beyond its useful lifecycle and should be replaced. The tile work would best be completed during installation of a new pool surface (see section 1.3). As such, the estimate for tile work is included in section 1.3.



Chipped / Missing Swimming Pool Waterline Tile

1.9 Swimming Pool Mechanical Enclosure Lacks Proper Signage:

The mechanical enclosure houses calcium hypochlorite and muriatic acid. Calcium hypochlorite is classified as a class 3 oxidizer and a reactive substance. It is also classified as both a health hazard and a physical hazard and has the ability to support a fire. There is no placard sign on the door to the mechanical enclosure warning of the presence of calcium hypochlorite. Muriatic acid is classified as a class 2 corrosive and a health hazard. There is no placard sign on the door to the mechanical enclosure warning of the presence of muriatic acid. The lack of signage is in violation of Title 24, Part 9:

5003.5 Hazard identification signs. Unless otherwise exempted by the fire code official, visible hazard identification signs as specified in NFPA 704 for the specific material contained shall be placed on stationary containers and above-ground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit and at specific entrances and locations designated by the fire code official.

The required signage should be purchased and installed. The following estimate is for signage.

(Estimated Cost \$1,000.00)



Swimming Pool Mechanical Enclosure

1.10 Chemical Storage Areas Lack Proper Signage:

The chemical storage areas house calcium hypochlorite (briquettes) and muriatic acid (jugs). As noted in section 1.9, both chemicals are hazardous and require signage to communicate the hazards that these chemicals pose. There are no placard signs on the doors to the chemical storage areas warning of the presence of calcium hypochlorite and muriatic acid. The lack of signage is in violation of Title 24, Part 9:

5003.5 Hazard identification signs. Unless otherwise exempted by the fire code official, visible hazard identification signs as specified in NFPA 704 for the specific material contained shall be placed on stationary containers and above-ground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit and at specific entrances and locations designated by the fire code official.

The required signage should be purchased and installed. In addition to signage, double containment is required for muriatic acid and recommended for calcium hypochlorite tablets. Aquatic Design Group could not verify the existence of double containment in the chemical storage areas as access was not provided during the site visit. Double containment for muriatic acid was verified in the mechanical enclosure. Furthermore, cohabitation of acid and chlorine is dangerous and not recommended. The two chemicals can mix and create mustard gas, which is a highly toxic gas that can cause injury and death. Separation of chemicals themselves and separation of chemicals from mechanical equipment will be covered in sections 2.1 and 2.2 in further detail. The following estimate is for signage.

(Estimated Cost \$1,000.00)



Chemical Storage Areas on Pool Deck

1.11 Swimming Pool Lacks Proper Safety Signage:

During Aquatic Design Group's site visit no code-required safety signage was visible at the facility other than a pool user capacity sign. It is possible safety signage is put out at the beginning of every season and removed for the off-season. The required signage is listed in Title 24, Chapter 31B (3120B.1 – 11) and includes:

- 💧 Pool User Capacity Sign
- 💧 No Diving Sign
- 💧 No Lifeguard Sign
- 💧 Artificial Respiration and Cardiopulmonary Resuscitation Sign
- 💧 Emergency Sign (stating name and address of facility)
- 💧 No Use After Dark Sign
- 💧 Keep Closed Sign
- 💧 Diarrhea Sign

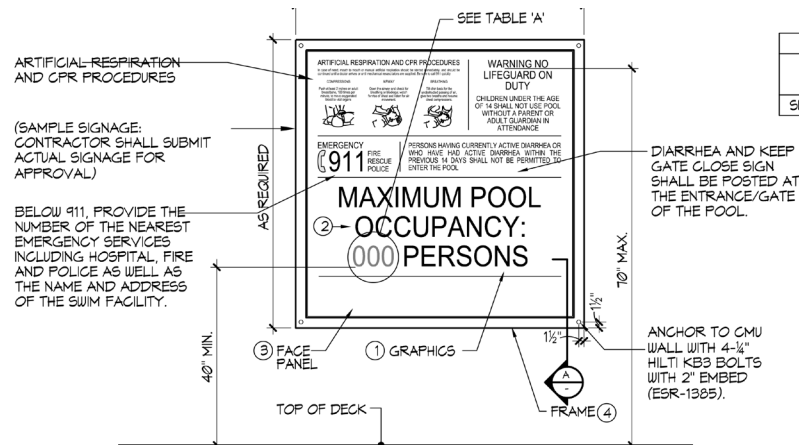
All signs shall comply with 3120B.1:

All signs shall have clearly legible letters or numbers not less than 4 inches high, unless otherwise required in this section (3120B), affixed to a wall, pole, gate or similar permanent structure in a location visible to all pool users.

All signage should be purchased and installed if the facility does not already

possess the required signage. Signs can be individualized or combined depending on the City's preference and determination for most effective delivery method for communication. For example, the required sign for diarrhea can be a stand-alone sign or incorporated into a sign that covers many sign requirements. The following estimate is for signage.

(Estimated Cost- \$2,000.00 - \$5,000.00)



Design Example of Combined Signage

1.12 Swimming Pool Mechanical Enclosure Lacks Emergency Eyewash Shower Station:

The mechanical enclosure, which houses muriatic acid and calcium hypochlorite, lacks an emergency eyewash shower station. An emergency eye wash is present, however it is a portable unit with finite water. OSHA standards require an emergency eyewash shower station for facilities and employers whose staff come into contact with hazardous chemicals on a regular basis or during a foreseeable accident. Such stations are to be located via a clear path within 10 seconds of the area (typically considered within a maximum of 55-feet). Should it not be possible to install a station inside the enclosure one can be installed directly outside the enclosure. The chemical storage areas also need appropriate access to an emergency eyewash shower station. The chemical storage areas may have a portable eyewash unit but Aquatic Design Group could not verify as access was not provided during the site visit. As stated before though, any eyewash unit the chemical storage areas likely have is not sufficient to satisfy OSHA requirements and provide an appropriate level of safety to staff who handle hazardous chemicals. The following estimate is for an emergency eyewash shower station plumbed to a potable water source.

(Estimated Cost \$4,000.00)



Emergency Eye Wash in Mechanical Enclosure



Sample of An Emergency Eyewash Shower Station

1.13 Swimming Pool Lacks Depth Marker Indicative of 4'-6" Depth:

The swimming pool has a tile line on the pool floor to indicate a depth of 4'-6" but lacks a waterline tile to indicate such a depth. The missing waterline tile is in violation of Title 24, Chapter 31B:

3110B.4.1. Location. The water depth shall be clearly marked at the following locations:

5. At the break in the bottom slope between the shallow and deep portions of the pool

3110B.4.2. Position. Where required by Section 3110B.4.1, depth markers shall be located in the following locations:

For pools with skimmer systems the depth markers shall be high at the waterline which typically will result in the depth markers being submerged approximately 50 percent.

Waterline tile on both sides of the swimming pool at the 4'-6" depth should be installed. An estimated cost for this item is included in section 1.3.

1.14 Swimming Pool Projections:

The swimming pool has a dividing wall within the confines of the pool separating the 1'-0" depth area from the rest of the pool (depths that range from 3'-0" to 9'-0"). The purpose of this wall is to create a wading pool for young swimmers. The top surface of the wall is very narrow and poses a risk for physical injury as patrons could easily fall into shallow water while walking across the top of the wall. The wall is considered a projection and is in violation of Title 24, Chapter 31B:

3108B.4. Projections and recessed areas. The pool shell shall not have projections or recessed areas except for pool inlets and outlets as specified in Section 3137B.

Exception: This section shall not apply to handholds, recessed steps, ladders, stairs, handrails, skimmers or perimeter overflow systems.

In addition to the above violation of code and risk for injury, the projection can be considered a perimeter end of pool and when qualified as such it must be a minimum of 4-feet wide. The projection is in violation of Title 24, Chapter 31B:

3114B.1. General. A minimum continuous and unobstructed 4-foot wide slip resistant, cleanable, nonabrasive deck area of concrete or like material shall be provided flush with the top of the pool coping extending completely around the pool.

The City of Turlock must decide whether the amenity that the wall provides (a wading pool) is a desired component of the facility. If it is desired, a separate wading pool would need to be constructed with its own mechanical and chemical equipment in a major renovation project. In addition, a separate pool would require at least 6 feet of deck between bodies of water per section 3114B.2 of Title 24, Chapter 31B:

Where multiple pools and/or spas are built adjacent to each other, the deck width separating them shall be a minimum of 6 feet.

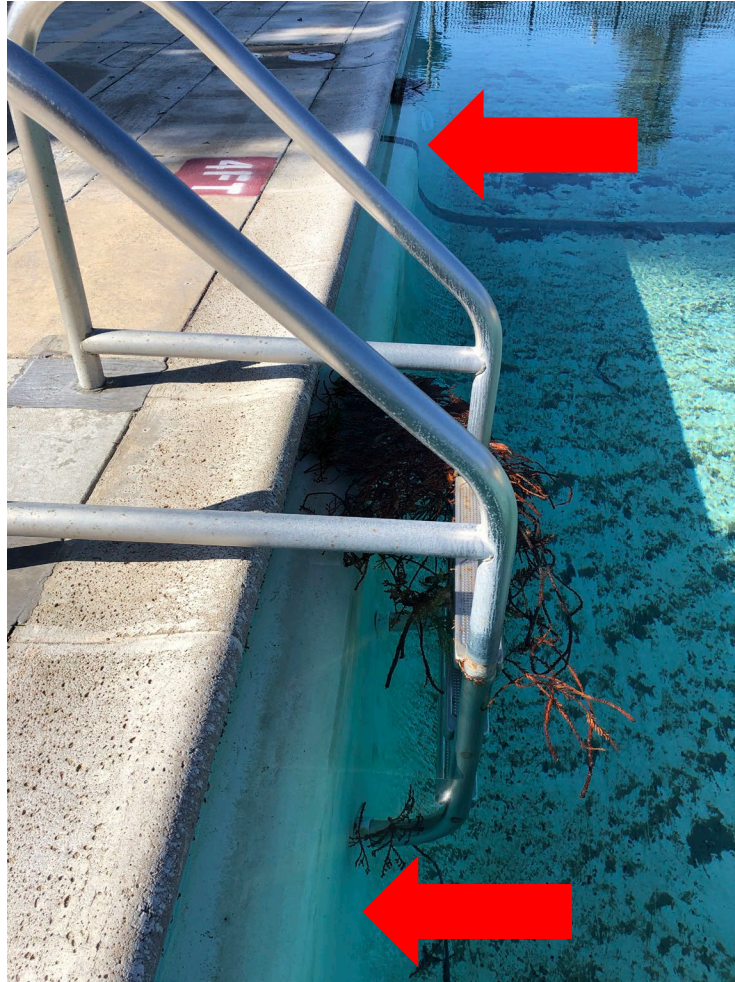
If a wading pool is not desired, the wall could be removed and the floors resloped to be code-compliant. Removal of the wall and pool floor resloping would best be done during a pool surface and deck replacement project.

The swimming pool has an additional projection in violation of Title 24, Chapter 31B Section 3108B.4. There is a projection running the length of the south pool wall in the 3'-0" to 4'-0" depth range. The projection poses a risk for injury, particularly as patrons enter and exit the swimming pool in that area.

If the deck and pool surface are replaced it is highly unlikely the Health Department will allow the swimming pool to operate with projections that are direct violations of code. These projections are likely being allowed as grandfathered exemptions and the risk of injury remains despite the exemptions. Further clarification could be provided by speaking directly with the health inspector. After review of this draft by the City of Turlock, Aquatic Design Group can update this section of the report with the City's preferred means of addressing this violation complete with a cost estimate.



Wall Within Swimming Pool



Projection on South Wall of Swimming Pool

1.15 Lack of Code-Compliant Restroom Fixture Count for Swimming Pool:

The swimming pool has the following restroom fixtures for men:

- 💧 One (1) Toilet
- 💧 Two (2) Urinals
- 💧 One (1) Lavatory
- 💧 Four (4) Showers

The swimming pool has the following restroom fixtures for women:

- 💧 Three (3) Toilets
- 💧 One (1) Lavatory
- 💧 Four (4) Showers

The swimming pool has two (2) drinking fountains that are ADA compliant.

Title 24, Chapter 31B of the California Building Code dictates a fixture count based on the following criteria from Section 3116B:

1. One bather for every 15 square feet of pool water surface area.
2. One toilet and one urinal for every 75 men.
3. One toilet for every 50 women.
4. One lavatory for every 80 bathers (either sex).
5. One shower for every 50 bathers (either sex).

Based on the criteria from Section 3116B the swimming pool should have the following fixture count:

Total Water Surface Area:		6,220					
Total Bather Load*		415					
Bathers, Men		207					
Bathers, Women		207					
Men's Toilets	Men's Urinals	Men's Lavs	Men's Showers	Women's Toilets	Women's Lavs	Women's Showers	Drinking Fountains
3	3	3	4	4	3	4	2

The swimming pool is lacking the following number of restroom fixtures:

- 💧 Three (3) Toilets
- 💧 One (1) Urinal
- 💧 Four (4) Lavatories

Staff report the restroom facilities were renovated in 2005. They are showing signs of age. In addition to age, the restrooms are not fully enclosed. No roofs exist to provide patrons with both privacy protection and protection from the elements. A renovation is recommended to achieve proper restroom fixture counts, improve patron privacy, and bring new life to an aging part of the facility. If additional bathers from the sprayground utilize the restrooms at the swimming pool a higher load is placed on the fixtures. The sprayground has a system which discharges water to waste rather than recirculates water. Due to this fact the sprayground does not have to follow California Building Code for fixture counts or follow Health Department regulations. It is advised however, to be able to absorb the load on restrooms appropriately as a service to users. Using California Building Code requirements as a guide, an approximately 2,912 square foot sprayground would add 194 bathers. 194 bathers would dictate the following fixtures:

- 💧 One (1) toilet for men
- 💧 One (1) urinal for men
- 💧 One (1) lavatory for men
- 💧 Two (2) showers for men
- 💧 Two (2) toilets for women
- 💧 One (1) lavatory for women
- 💧 Two (2) showers for women

💧 One (1) drinking fountain

The City of Turlock may weigh the decision to increase the fixture count beyond the required number for the swimming pool. Any restroom fixtures serving to satisfy code requirements for the swimming pool must be within 300 feet of the swimming pool.

Other restroom facilities are located in the park which can accommodate sprayground users, they are just not located in as close proximity as the pool restrooms are to the sprayground. After review of this draft by the City of Turlock, Aquatic Design Group can update this section of the report with the City's preferred means of addressing this violation complete with a cost estimate.



Men's Lavatory

1.16 Disabled Swimming Pool Access:

The swimming pool has three battery-operated ADA lifts, which more than satisfies the code required number of lifts. Although a lift is installed in the 1-foot deep area of the swimming pool, due to the pool depth in that area it is in violation of CBC Section 1141A:

6. *Be positioned so that, if the pool has water of different depths, it will place the operator into water that is at least 3 feet deep.*
7. *Be capable of lowering the operator at least 18 inches below the surface of the water.*

The pool would need to be modified in a renovation project to provide accessibility to that area. If the wall did not exist there would already be accessibility to that area by way of the two other ADA lifts that are attached to the pool deck. Removing the dividing wall in the swimming pool and resloping the pool floors would be the best solution to eliminate the need for a third ADA lift. As noted in section 1.14, a renovation of this kind would best be done during a pool surface and deck replacement project. Also noted in section 1.14, the Health Department would likely request the wall be removed during a pool surface and deck replacement project. Further clarification could be provided by speaking directly with the health inspector. After review of this draft by the City of Turlock, Aquatic Design Group can update this section of the report with the City's preferred means of addressing this violation complete with a cost estimate.



ADA Lift in 1-Foot Deep Area of Swimming Pool

1.17 Ladder Clearance Distance From Swimming Pool Wall:

Ladders in the swimming pool have unsafe clearance distances from the ladders themselves to the pool walls. The clearance distances are in violation of Title 24, Chapter 31B:

311B.2. Ladders. Ladders shall be corrosion resistant and shall be equipped with slip resistant tread surfaces. Ladders shall be rigidly installed and shall provide a clearance of not less than 3 inches or more than 5 inches between any part of the ladder and the pool wall.

At least one of the ladders has a clearance distance of less than 3 inches at the rounded bottom portion of the ladder. All ladders have steps with clearance distances greater than 5 inches. Code-compliant ladders should be installed. If the pool surface was renovated, recessed steps could be constructed. Modifications to the deck would be required to properly install new ladders. Ladder installation would best be done during a deck replacement project. The following estimate is for replacement ladders that comply with code.

(Estimated Cost- \$4,400.00)



Ladder with More than 12 Inches of Clearance From Swimming Pool Wall

1.18 Check Main Drains for VGBA and AB1020 Compliance

No as-built drawings for under pool piping were provided. Staff report that main drain grates were replaced in 2009 and then recalled in 2011. Staff also report that main drains are currently out of compliance. It is unclear whether this is related to drain cover expiration, incorrect drain cover equipment, or under pool piping being out of compliance. Based on the age of the swimming pool and the information provided about minor renovations it is likely that main drain interior sump dimensions are not in compliance. Further investigation would be required to identify issues and possible resolutions.



Main Drain for Swimming Pool

G. ADDITIONAL SUGGESTED IMPROVEMENTS

The following five items are suggested improvements for maintenance and operations at the Columbia swimming pool and sprayground. An estimate of probable costs is given for each individual item, where applicable. These itemized estimates do not include general condition costs that are typically added to any construction project. In the proforma section of this report the itemized costs are totaled.

ITEM	DESCRIPTION
2.1	Replace all swimming pool mechanical equipment
2.2	Replace and relocate swimming pool chemical equipment
2.3	Resurface sprayground wet deck
2.4	Repaint sprayground features
2.5	Swimming pool steel piping rusting and corroding

2.1 Replace All Swimming Pool Mechanical Equipment:

Section "E" of the report notes that all of the mechanical equipment for the swimming pool is in poor condition. The newest system component as reported by staff is a circulation pump and motor, replaced in 2013. Since there are two pumps and motors the age of the other pump and motor is unknown. The table below shows system components, condition, and approximate age based on information provided by staff.

ITEM	CONDITION	AGE
Circulation Pumps/Motors	Poor	7 - ? Years ¹
Filter System	Poor	26 Years
Chemical Controller	Poor	18 - 20 Years ²
Plumbing Valves	Poor	Unknown

1. The swimming pool has two pumps and motors. The age of one of the pumps and motors is unknown.
2. Staff report 18 years of age. List provided by O'Dell Engineering reports 20 years of age.

One circulation pump and motor was replaced in 2013. Without gallons per minute information for the specific pumps and motors as well as piping plans it is difficult to assess whether the circulation system is keeping up with demand or meeting code compliant standards for turnover rate. Staff report no water quality issues. Even with limited information the circulation pumps and motors are well beyond their useful lifecycles, as are the pump strainers and circulation piping and piping components. An overhaul of the system is recommended. The following estimate is for new circulation system equipment and is listed as a range because of unknown information about pool piping.

(Estimated Cost- \$30,000.00 - \$80,000.00)



One of Two Swimming Pool Pumps, Motors, and Strainers

The sand filters were replaced in 1994. They are stainless steel Hydrokleen filters. Gallons per minute and filter surface area are unknown to Aquatic Design Group. Swimming pool filter tanks usually last about 20 years. The Hydrokleen filters are well beyond their lifecycle and staff report an inability to find replacement parts. As a result, staff fabricate their own parts for repair of the existing filter tanks. A new filter tank system and related piping is recommended. The following estimate is for a new high rate sand corrosion resistant filter tank system.

(Estimated Cost- \$120,000.00)



Swimming Pool Filter Tank System

The chemical controller was replaced in 2000. Staff report that it functions well but acknowledge it has no modern capabilities such as data logging, safety features, and remote monitoring. Installing a modern chemical controller as part of a complete mechanical room renovation is recommended. The following estimate is for a new chemical controller.

(Estimated Cost- \$25,000.00)



Swimming Pool Chemical Controller

Valves and piping in the mechanical room have unknown ages but are well beyond their useful lifecycle. During an overhaul of major systems all piping and valves can be replaced and estimated costs for valves and piping have been included within costs for major systems.

2.2 Replace and Relocate Swimming Pool Chemical Equipment:

Section “ E” of the report notes that all of the chemical equipment is in poor condition. The table below shows system components, condition, and approximate age based on information provided by staff.

ITEM	CONDITION	AGE
Chlorine Pump	Poor	Unknown
Chlorine Storage	Poor	Unknown
pH Feed	Poor	Unknown
pH Storage	Poor	Unknown

The chemical equipment for the swimming pool is currently housed in the mechanical enclosure. The current chemical equipment consists of a Pulsar IV tablet chlorine erosion feed system utilizing calcium hypochlorite and a 100 gallon (approximation) muriatic acid tank and LMI diaphragm pump feed system. Staff handpour muriatic acid from 1-gallon jugs into the tank. Both systems are automated by the chemical controller. The chlorine and acid systems should not cohabitate nor be inside the mechanical enclosure. Cohabitation of chlorine and acid increases the potential for the chemicals to mix and create a highly toxic gas known as mustard gas. Mustard gas can cause injury and death. In effort to protect staff and patrons chlorine and acid should not cohabitate.

Furthermore, chlorine and acid are corrosive substances and cause corrosion to mechanical equipment. Constructing an alternative location for both systems is recommended to both increase safety and equipment lifespan, thus decreasing liability. Although age information is unknown both systems are at the end of their lifecycles.

Handpouring muriatic acid is hazardous to staff and both a labor and time intensive process. Even with safe handling practices risks are still present, especially with current conditions of cohabitation and a lack of a proper emergency eyewash shower station. A recommended replacement system would be a bulk liquid muriatic acid tank and automated feed system located in its own chemical room. Acid delivery would be done by a 3rd party bulk chemical delivery company and the system would be automated and controlled by the chemical controller. In addition, a carbon dioxide tank and automated feed system is also recommended. The carbon dioxide tank can cohabitate with the muriatic acid tank, the chemical be delivered by a 3rd party bulk chemical delivery company, and the system automated and controlled by the chemical controller. The combination of these two systems is standard in the industry for pH and alkalinity control. These systems are highly accurate for balancing water chemistry, reduce staff time and increase staff safety. Carbon dioxide controls pH but lowers total alkalinity. Muriatic acid increases total alkalinity. These two chemicals work in conjunction to balance the pool water chemistry and these suggested systems protect staff from handling hazardous chemicals.

Reloading a tablet chlorine system is both a labor and time intensive process. Buckets of tablets have to be lifted and poured into the system. Even with safe handling practices risks are still present, especially with current conditions of cohabitation and a lack of a proper emergency eyewash shower station. In addition, the tablets themselves have to be stored on site. A recommended replacement disinfection system (chlorine) would be a bulk liquid sodium hypochlorite tank and automated feed system located in its own chemical room. Chlorine delivery would be done by a 3rd party bulk chemical delivery company and the system would be automated and controlled by the chemical controller. This suggested system, like the suggested pH and alkalinity systems, reduces the handling of and exposure to hazardous chemicals for staff.

The following estimates are for bulk tank and delivery systems. Estimated costs for construction of chemical rooms is excluded.

(Bulk Acid and Carbon Dioxide Systems Estimated Cost- \$30,000.00)
(Bulk Chlorine System Estimated Cost- \$20,000.00)



Chlorine System in Mechanical Enclosure



Acid System in Mechanical Enclosure

2.3 Resurface Sprayground Wet Deck

The existing sprayground deck color has faded and the surface itself is becoming slick and slippery in many areas. Resurfacing the sprayground in the near future is recommended to improve safety and bring new life to the sprayground. There are many resurfacing options available including completely removing the existing deck and replacing it with new concrete, scarifying the existing deck and applying a new top coat, or scarifying and adding a new surface on top of the existing deck. New surfaces such as LifeFloor are gaining popularity in the industry because they excel at slip resistance, chemical resistance, cleanability, impact attenuation, UV stability, and impermeability in sprayground environments. After review of this draft by the City of Turlock, Aquatic Design Group can update this section of the report with the City's preferred means of addressing this maintenance item complete with a cost estimate.



Existing Sprayground Surface

2.4 Repaint Sprayground Features

The existing sprayground features are faded and could be revitalized by adding a new coat of paint. Most manufacturers recommend repainting features every 3-5 years. Costs can range depending on chosen method and materials. The following estimate is for repainting of sprayground features and is listed as a range to reflect the cost variance for chosen method and materials.

(Estimated Cost- \$10,000.00 - \$20,000.00)



Faded Sprayground Feature

2.5 Swimming Pool Steel Piping Rusting and Corroding:

Piping for the swimming pool in the mechanical enclosure is a mix of materials that include: PVC, stainless steel, and steel. The steel piping, including the cast-iron piping, is rusting and corroding. With time the steel piping and connections will fail. Additionally, as the steel piping corrodes dissolved metal goes into the pool water and stains the pool surface. All steel piping should be replaced. Aquatic Design Group recommends schedule 40 PVC below grade and schedule 80 PVC above grade. An estimated cost for replacement piping is included in section 2.1 as piping would be replaced in concert with mechanical equipment replacement to ensure proper piping selections and pipe sizing.



Steel Piping Corroding and Rusting

H. POTENTIAL ENHANCEMENTS

The following three proforma budgets of the Columbia swimming pool and sprayground provide estimated costs to help the City of Turlock determine options for the longevity of the swimming pool and sprayground. The three budgets / scenarios are titled “Swimming Pool and Sprayground Repairs”, “New Swimming Pool With Updated Configuration” and “New Sprayground”. In the “Swimming Pool and Sprayground Repairs” budget / scenario, code and maintenance issues are the focus. In the “New Swimming Pool With Updated Configuration” budget / scenario, a smaller sized swimming pool with a different shape and depths is constructed along with updated mechanical and chemical equipment and a new bathhouse. The new swimming pool would be designed and constructed to current code standards. In the “New Sprayground” budget / scenario, the swimming pool and existing sprayground are removed and replaced with a large sprayground. The proforma budgets begin on the following page.

Columbia Swimming Pool and Sprayground Swimming Pool and Sprayground Repairs Proforma Budget Estimate Opinion of Cost

ITEM	DESCRIPTION	QTY	UNIT PRICE
1.0	CODE ISSUES		
1.1	Swimming Pool Lacks Floor Inlets (<i>install floor inlets</i>)		\$ 77,750.00
1.2	Swimming Pool Deck Cracking and Lacks Drainage (<i>remove and replace pool decking with drainage</i>)		\$ 458,100.00
1.3	Swimming Pool Plaster and Tile Finish (<i>install plaster and tile finish</i>)		\$ 354,500.00
1.4	Swimming Pool Lacks Code-Compliant "No Diving" Tile Graphic Deck Markers (<i>install tile graphic markers</i>)		\$ 3,300.00
1.5	Swimming Pool Lacks Flow Meter (<i>install flow meter</i>)		\$ 800.00
1.6	Swimming Pool Deck Lacks Proper Number of Hose Bibbs (<i>install hose bibbs</i>)		\$ 9,500.00
1.7	Swimming Pool Area Perimeter Fencing (<i>install gates</i>)		\$ 45,000.00
1.9	Swimming Pool Mechanical Enclosure Lacks Proper Signage (<i>install signs</i>)		\$ 1,000.00
1.10	Chemical Storage Areas Lack Proper Signage (<i>install signs</i>)		\$ 1,000.00
1.11	Swimming Pool Lacks Proper Safety Signage (<i>install signs</i>) ₃		\$ 5,000.00
1.12	Swimming Pool Mechanical Enclosure Lacks Emergency Eyewash Shower Station (<i>install station</i>)		\$ 4,000.00
1.13	Swimming Pool Lacks Depth Marker Indicative of 4'-6" Depth (<i>install marker</i>) ₄		\$ -
1.14	Swimming Pool Projections ₅		\$ -
1.15	Lack of Code-Compliant Restroom Fixture Count for Swimming Pool ₆		\$ -
1.16	Disabled Swimming Pool Access ₇		\$ -
1.17	Ladder Clearance Distance From Swimming Pool Wall (<i>install ladders</i>)		\$ 4,400.00
1.18	Check Main Drains for VGBA and AB1020 Compliance ₈		\$ -
	TOTAL COSTS		\$ 964,350.00
2.0	MAINTENANCE ISSUES		
2.1	Replace All Swimming Pool Mechanical Equipment (<i>install equipment and piping</i>) ₉		\$ 225,000.00
2.2	Replace and Relocate Swimming Pool Chemical Equipment (<i>replace equipment</i>)		\$ 50,000.00
2.3	Resurface Sprayground Wet Deck ₁₀		\$ -
2.4	Repaint Sprayground Features ₁₁		\$ 20,000.00
2.5	Swimming Pool Steel Piping Rusting and Corroding ₁₂		\$ -
2.6	TOTAL MAINTENANCE COSTS		\$ 295,000.00
3.0	SOFT COSTS		
3.1	General Contractor Mark-Up/Overhead	15%	\$ 188,902.50
3.2	Construction Contingency Costs	10%	\$ 125,935.00
3.3	Design Contingency	5%	\$ 62,967.50
3.4	Time/Inflation Escalation Index	0%	\$ -
3.5	Architectural & Engineering Fees	12%	\$ 151,122.00
3.6	TOTAL SOFT COSTS		\$ 528,927.00
4.0	TOTAL ESTIMATED PROJECT COST		\$ 1,788,277.00
The cost information above depicts what it would cost today to bring the facility up to code, safety, and maintenance standards.			
EXCLUSIONS:			
1. Bathrooms and locker room improvements (if required) excluded.			
2. Campus path of travel ADA upgrades (if required) excluded.			
ASSUMPTIONS:			
1. Cost shown for a retrofitted install of markers. Cost for markers also included in 1.2.			
2. Cost shown is at the high end of the cost range.			
3. Cost shown is at the high end of the cost range.			
4. Cost included in 1.3.			
5. Further information from client needed to determine estimated cost.			
6. Further information from client needed and design work required to determine estimated cost.			
7. Further information from client needed to determine estimated cost.			
8. Further investigation is required to determine estimated cost.			
9. Cost shown is at the high end of the range.			
10. Further information from client needed to determine estimated cost.			
11. Cost shown is at the high end of the range.			
12. Cost included in 2.1.			

Columbia Swimming Pool and Sprayground

New Swimming Pool With Updated Configuration

Proforma Budget Estimate Opinion of Cost

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSIONS
1.0	CONSTRUCTION COSTS				
1.1	Site Preparation/Demolition	1	Lump Sum	\$ 200,000.00	\$ 200,000.00
1.2	Utility Allowance	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
1.3	25-Yard Swimming Pool & Mechanical Equipment	3,750	Sq. Ft.	\$ 215.00	\$ 806,250.00
1.4	Pool Deck and Deck Drainage	12,650	Sq. Ft.	\$ 45.00	\$ 569,250.00
1.5	Site Lighting	0	Lump Sum	\$ -	\$ -
1.6	Fencing	0	Lump Sum	\$ -	\$ -
1.7	Mechanical / Chemical Space Improvements	1	Lump Sum	\$ 150,000.00	\$ 150,000.00
1.8	New Bathhouse/Mechanical Building	5,005	Sq. Ft.	\$ 500.00	\$ 2,502,500.00
1.9	TOTAL CONSTRUCTION COSTS				\$ 4,253,000.00
2.0	EQUIPMENT COSTS (FF&E)				
2.1	Deck Equipment	5%	Lump Sum		\$ 212,650.00
2.2	TOTAL EQUIPMENT(FF&E) COSTS				\$ 212,650.00
3.0	SOFT COSTS				
3.1	General Contractor Mark-Up/Overhead	15%			\$ 669,847.50
3.2	Construction Contingency Costs	10%			\$ 446,565.00
3.3	Design Contingency	5%			\$ 223,282.50
3.4	Time/Inflation Escalation Index	0%			\$ -
3.5	Architectural & Engineering Fees	11%			\$ 491,221.50
3.6	TOTAL SOFT COSTS				\$ 1,830,916.50
4.0	TOTAL ESTIMATED PROJECT COST				\$ 6,296,566.50
EXCLUSIONS:					
1. Campus path of travel ADA upgrades (if required) excluded.					
2. Competitive equipment excluded.					

The cost information above depicts what it would cost today to replace the existing swimming pool with a smaller swimming pool that services current programs and has the following dimensions:

- 💧 Surface Area: 3,750 square feet (75' x 50', 6 25-yd lanes)
- 💧 Perimeter: 250 feet
- 💧 Depths: 3'-6" to 5'-0"
- 💧 Volume: 112,349 Gallons

The swimming pool facility as planned above would have expansive deck space, utilize existing site lighting and fencing, incorporate improvements to the existing mechanical and chemical spaces, and have a bathhouse with restroom fixture counts that comply with code. In addition, the new swimming pool would be designed and constructed to current code standards. No changes to the sprayground are reflected in this budget / scenario.

**Columbia Swimming Pool and Sprayground
New Sprayground
Proforma Budget Estimate Opinion of Cost**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSIONS
1.0	CONSTRUCTION COSTS				
1.1	Mobilization and General Conditions	1	Lump Sum	\$78,000.00	\$ 78,000.00
1.2	Site Preparation/Demolition	1	Lump Sum	\$ 215,000.00	\$ 215,000.00
1.3	Utility Allowance	1	Lump Sum	\$ 40,000.00	\$ 40,000.00
1.4	Play Structure	1	Lump Sum	\$ 250,000.00	\$ 250,000.00
1.5	Sprayground, Piping and Circulation Equipment	1	Lump Sum	\$ 450,000.00	\$ 450,000.00
1.6	Underground Surge Tank	1	Lump Sum	\$ 52,000.00	\$ 52,000.00
1.7	Enhanced Deck Surface Treatment (option)	4,000	Sq. Ft.	\$ 20.00	\$ 80,000.00
1.8	Play Structure Installation	1	Lump Sum	\$ 50,000.00	\$ 50,000.00
1.9	Pavement and Surfacing	1	Lump Sum	\$ 230,000.00	\$ 230,000.00
1.10	Site Features / Walls and Fencing	1	Lump Sum	\$ 345,000.00	\$ 345,000.00
1.11	Planting and Irrigation	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
1.12	TOTAL CONSTRUCTION COSTS				\$ 1,815,000.00
2.0	EQUIPMENT COSTS (FF&E)				
2.1	Deck Equipment	0	Lump Sum	\$ -	\$ -
2.2	Building Equipment	0	Lump Sum	\$ -	\$ -
2.3	TOTAL EQUIPMENT(FF&E) COSTS				\$ -
3.0	SOFT COSTS				
3.1	General Contractor Mark-Up/Overhead	15%			\$ 272,250.00
3.2	Construction Contingency Costs	10%			\$ 181,500.00
3.3	Design Contingency	5%			\$ 90,750.00
3.4	Time/Inflation Escalation Index	0%			\$ -
3.5	Architectural & Engineering Fees	11%			\$ 199,650.00
3.6	TOTAL SOFT COSTS				\$ 744,150.00
4.0	TOTAL ESTIMATED PROJECT COST				\$ 2,559,150.00

The cost information above depicts what it would cost today to remove the existing swimming pool and sprayground and replace them with a new sprayground with the following features:

- 💧 Over 5,000 square feet of surface area
- 💧 Play structure
- 💧 Varied spray features
- 💧 Enhanced deck surface for fall attenuation

The sprayground as planned above would have expansive deck space, a recirculating system and be designed and constructed to current code standards.

I. SUMMARY

The Columbia swimming pool and sprayground have provided the City of Turlock with many years of service. The swimming pool and sprayground are in need of renovation to safely and effectively serve the community. This document provides an assessment of the facility's existing conditions, recommendations for action, and options that can be weighed by the City of Turlock to ensure the facility can continue to provide services to the community. It is important to note that this document is based strictly on empirical data, observations made while on site, and from conversations with staff members. In addition, the structure of the swimming pool and its below grade piping are assumed to be sound as noted previously in this report without any destructive testing to confirm.

With the correction of code violations and incorporation of the suggested improvements the swimming pool and sprayground will operate more efficiently and be safer for both patrons and staff while providing the same level of programming currently offered. It must be kept in mind that even though repairs and enhancements can be made to rectify code violations, the comparative cost to repair versus replace the swimming pool and / or sprayground and the risk associated with renovation work should be carefully evaluated. A decision should be made as to whether the capital investment needed provides an acceptable return in a cost benefit analysis of any renovation versus replacement.

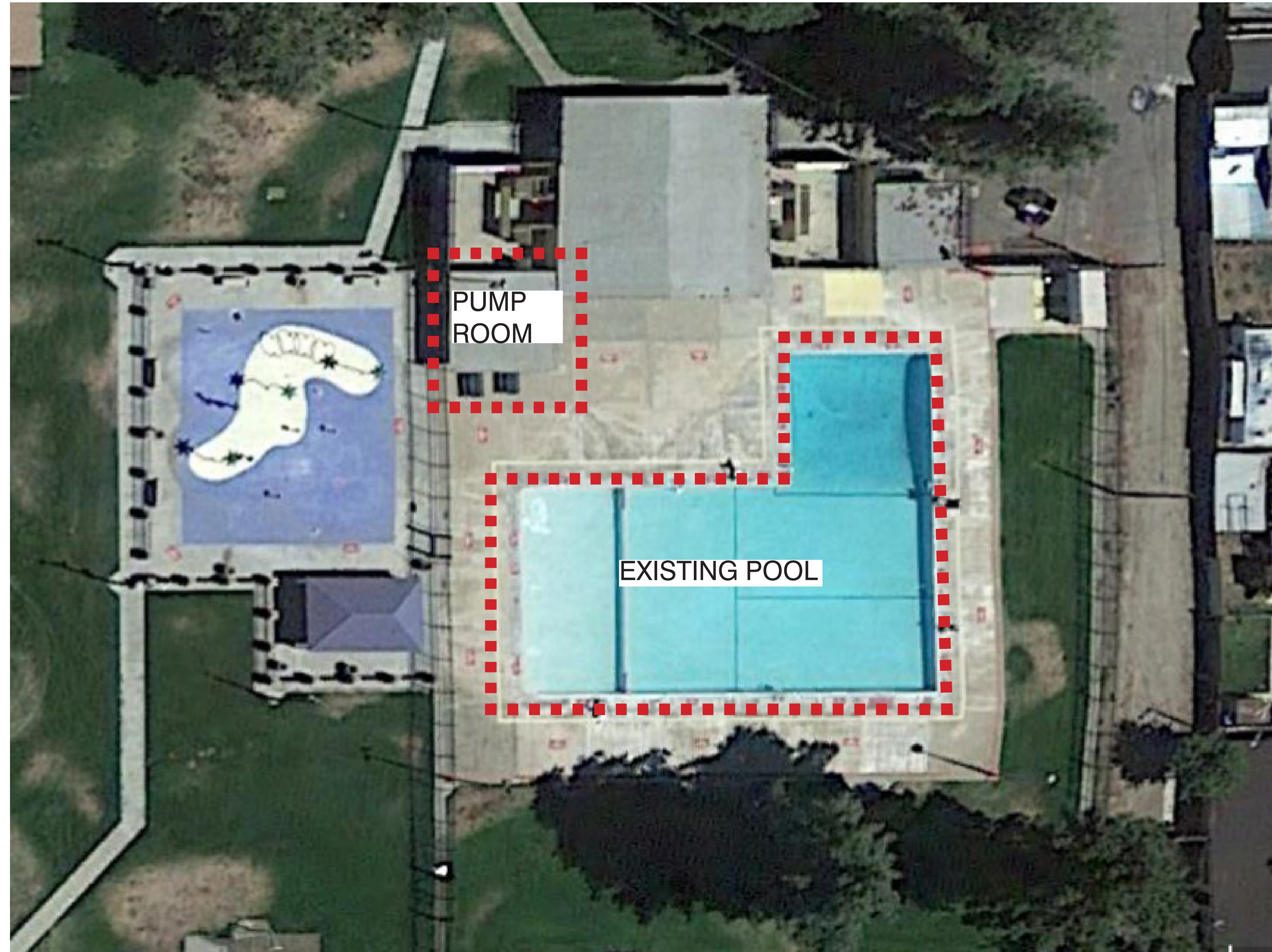
On behalf of all of us at Aquatic Design Group we look forward to continuing to help the City of Turlock in any way we can to ensure continued success at the Columbia swimming pool and sprayground.

Sincerely,

AQUATIC DESIGN GROUP, INC.

COLUMBIA PARK -TURLOCK, CA

Option A includes renovation of existing pool.



OPTION A - Estimated Cost \$1.8 MILLION
DRAFT CONCEPT MASTER PLAN

COLUMBIA PARK - TURLOCK, CA

Option B includes removing the pool and construction of a larger spray park.

- CONCEPT AREAS
- 1

Entry Courtyard
- 2

Restrooms, Locker Rooms
- 3

Splash Pad & Waterplay Equipment Room
- 4

Primary Gathering Space
- 5

Secondary Gathering Space
- 6

Large Splash Pad w/ Waterplay Equipment
- 7

Family Gathering Space Preserving Ex. Shade Structure
- 8

New Lawn Area to Replace Existing Splash Pad
- 9

Landscape Hedge to Screen View to Alley
- 10

Shade Structure Element
- 11

Off-Street Parking Stalls
- 12

ADA Off-Street Parking Stalls



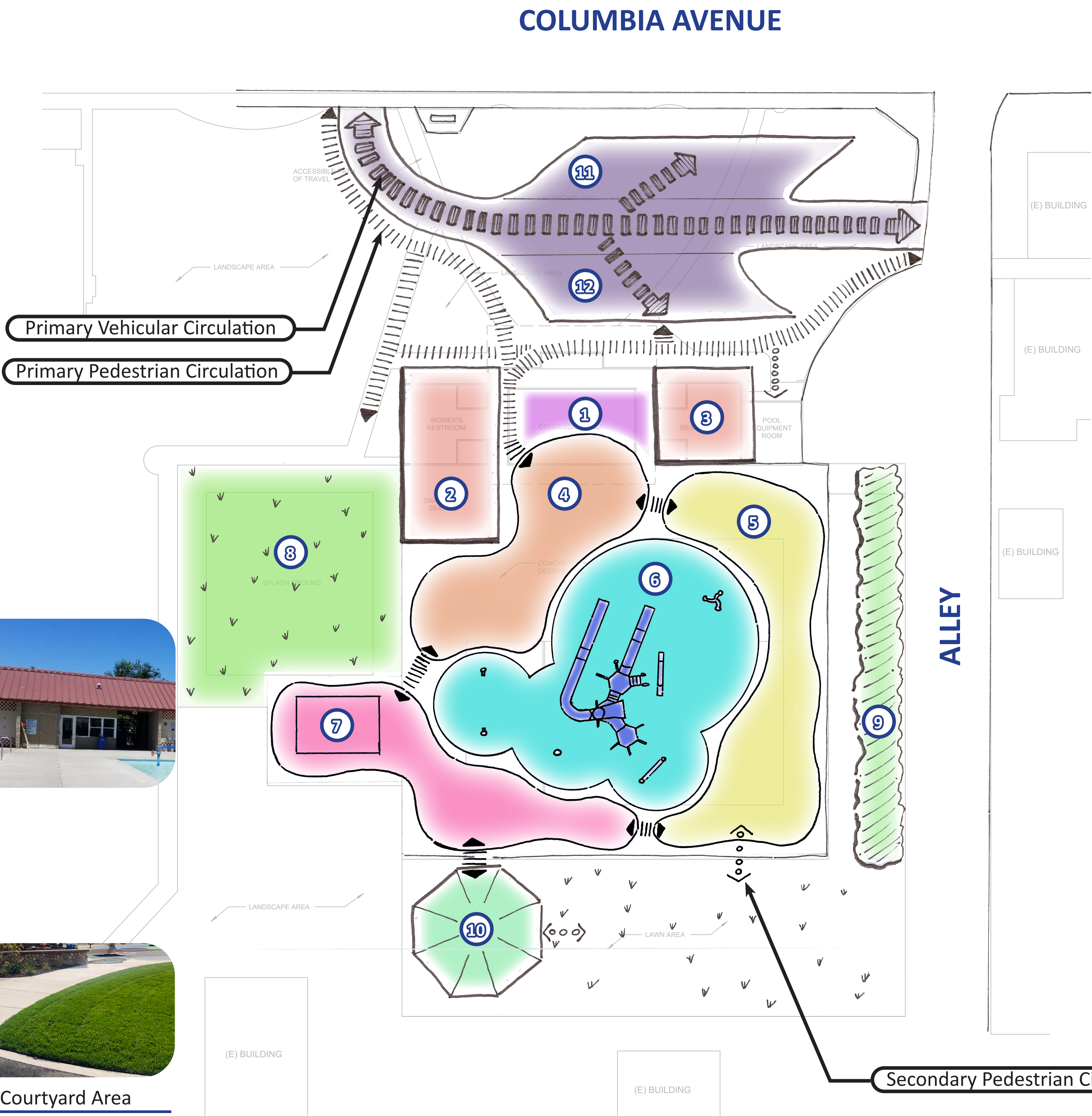
A Shade Structure Element



B Shaded Gathering Space w/ Tables



C Courtyard Area



D Landscape Hedge for screening



E Splash Pad



F Waterplay Equip.



G Waterplay Equip.

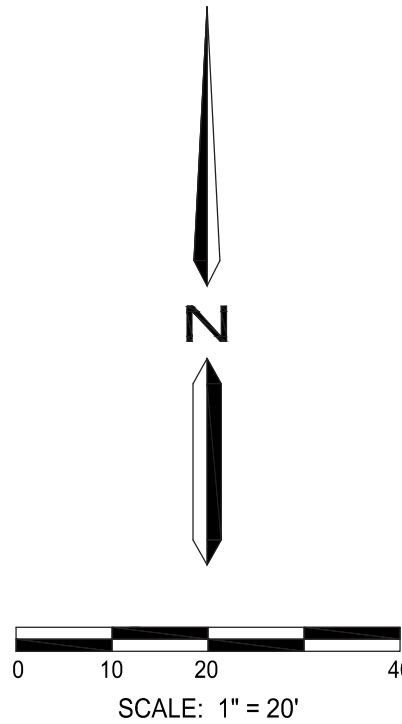


H Waterplay Equip.



I Off-Street Parking

DRAFT CONCEPT MASTER PLAN **OPTION B - Estimated Cost \$2.5 MILLION**



COLUMBIA PARK - TURLOCK, CA

Option C includes a renovated pool and splashpad with new building.

CONCEPT AREAS - Phase 1

- 1 Entry Courtyard
- 2 Landscape Hedge to Screen View to Alley
- 3 Renovated Public Pool
- 4 Primary Gathering Space
- 5 Gated Entry / Check-in
- 6 Tickets, Concessions, Office, Restrooms
- 7 Secondary Gathering Space
- 8 Shade Structure Element

CONCEPT AREAS - Phase 2

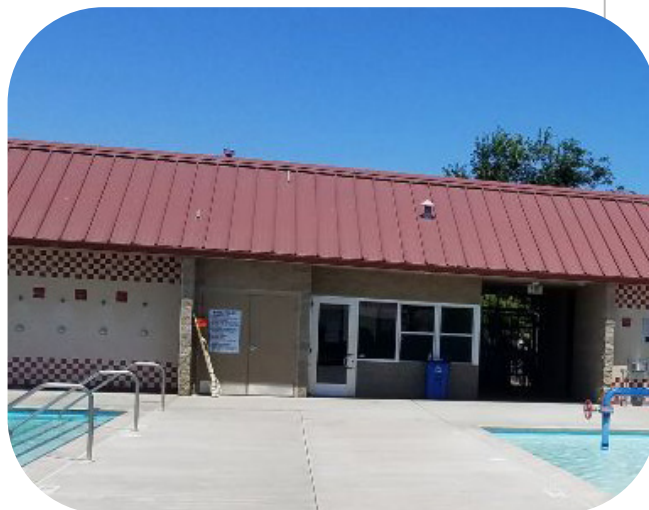
- 9 Off-Street Parking Stalls
- 10 ADA Off-Street Parking Stalls
- 11 New Pool & Splash Pad Equipment Room, Locker Rooms
- 12 Splash Pad



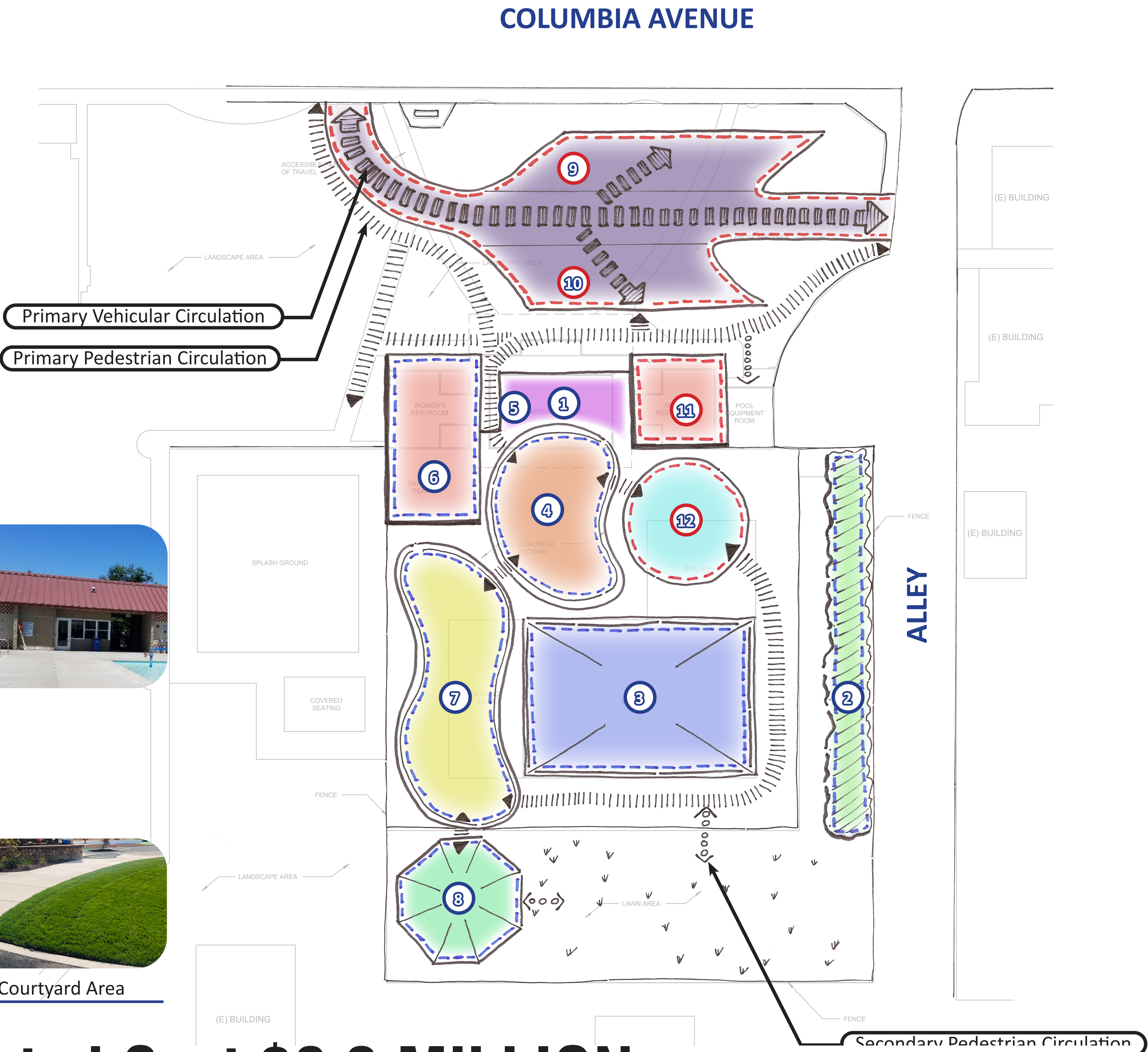
A Shade Structure Element



B Shaded Gathering Space w/ Tables



C Courtyard Area



D Off-Street Parking



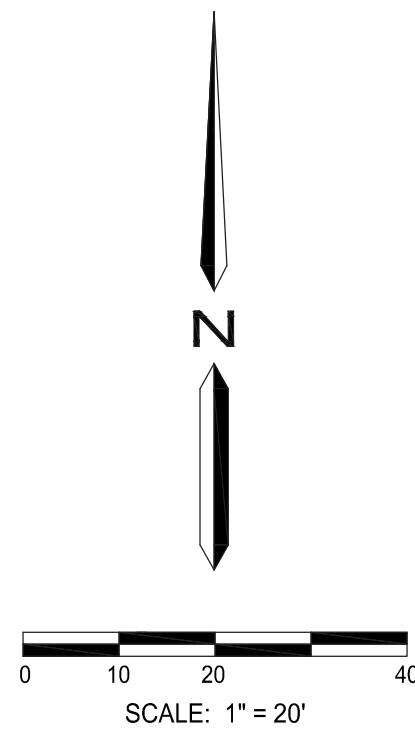
E Splash Pad for Tots



F Landscape Hedge for screening

OPTION C - Estimated Cost \$6.3 MILLION

DRAFT CONCEPT MASTER PLAN



City Council Staff Report

February 23, 2021



From: Gary Carlson, Interim Fire Chief
Steven Williams, Interim Chief of Police

Prepared by: Gary Carlson, Interim Fire Chief
Steven Williams, Interim Chief of Police

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the use of CARES Act funds to support public safety through the temporary reassignment of two (2) School Resource Officers to Patrol whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency by appropriating \$285,000 from account number 110-10-189.48001_325 "Transfer Out to Respond to COVID-19 Pandemic" to account number 110-20-210.38001_325 "Transfer In from CARES Act Funds"

Resolution: Authorizing the use of CARES Act funds to support public safety by ensuring minimum staffing levels in the Fire Department, thereby, providing adequate response to the public health emergency and affirming the appropriation of \$1,200,000 to account numbers in 110-10-189 for overtime salary and benefits

2. SYNOPSIS:

The City of Turlock received \$2,508,525 as Federal assistance from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The United States Department of Treasury provided guidance to State, local, and tribal governments describing appropriate uses of CARES ACT funds. Payroll expenses for public safety whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency (including local Police Officers and Firefighters) have been determined to be an appropriate use of the CARES Act funds. Staff is seeking authorization to appropriate unassigned CARES Act funds in the amount of \$285,000 for Police payroll and benefits expenses and \$1,200,000 for Fire payroll and benefits expenses to support public safety during the 2020-2021 fiscal year.

3. DISCUSSION OF ISSUE:

The City of Turlock accepted \$2,508,525 as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The receipt of the funds by the City of Turlock occurred over the course of several months in incremental payments. To date, the full amount of \$2,508,525 has been received by the City of Turlock.

On June 23, 2020, the Turlock City Council adopted the 2020-2021 fiscal year budget. The adopted budget included \$2,500,000 in CARES Act Fund revenue with no expenses budgeted for CARES Act activity. This resulted in \$2,500,000 as an unassigned fund balance with no budgeted expense lines to charge against. No funds were appropriated to CARES Act expense lines in the adopted 2020-2021 budget, as there was not sufficient and consistent guidance from the Federal Government regarding eligible expenditures under the CARES Act.

Since the adoption of the City of Turlock 2020-2021 fiscal year budget, the United States Department of Treasury has provided guidance to State, local, and tribal governments regarding eligible expenditures under the CARES Act. The United States Department of Treasury has revised this guidance several times since the initial publishing, with the most recent version being published on January 15, 2021.

Federal Guidance for Use.

Eligible Expenditures:

The most recent guidance from the United States Department of Treasury includes the determination that "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to COVID-19 public health emergency" is an eligible expenditure. This declaration as an "Eligible Expenditure" can be found on page 4184 of the United States Department of Treasury guidance document published on January 15, 2021 (Attachment "A").

Substantially Dedicated Use:

This raises the question of which public safety services are "...substantially dedicated to mitigating or responding to COVID-19 public health emergency." This issue is addressed on page 4185 of the United States Department of Treasury guidance document published on January 15, 2021 (Attachment "B"). The document includes the determination that, "...treasury has provided, as an administrative accommodation, that a State, local or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise."

Covered Benefits:

Salary, benefits, and overtime for public safety staff has been determined to be an eligible expenditure. This issue is addressed on page 4185 of the United States Department of Treasury guidance document published on January 15, 2021 (Attachment "B"). The document determined, "...whereas payroll and benefits of an employee who is substantially dedicated ...may generally be covered in full using payments from the fund..." The document further determined, "Payroll includes certain hazard pay and overtime, but not workforce bonuses."

As guidance became clearer regarding eligible uses of CARES Act funds, departments began expensing charges to CARES Act lines despite the fact that no funds had been appropriated to those specific lines of the FY 2020-2021 adopted City of Turlock budget. The intent was to run negative balances in those CARES Act expense lines and appropriate funds to those expense lines through the mid-year budget adjustment process. A mid-year budget adjustment occurred on February 9, 2021, at which time a resolution was adopted which appropriated funds to CARES Act expense lines.

Between July 1, 2020 and the mid-year budget adjustment on February 9, 2021, the Police Department and the Fire Department expensed certain payroll costs to the CARES Act expense lines. The following is a summary of the local authorization to charge those Police and Fire Department expenses to the CARES Act expense lines:

Local Authorization for Use.

Police Department:

A School Resource Officer (SRO) is a Police Officer who has been selected to serve in a Special Assignment for a period of four (4) years. During the four (4) year assignment, the Police Officer does not work a beat and does not handle daily calls for service from the Dispatch Center. Instead, SRO's are dedicated to law enforcement and security at Turlock school sites. Turlock has two (2) SRO's.

The City of Turlock enters into an agreement each year for police officer services for the School Resource Officer Program at Turlock High School and John H. Pitman High School. The most recent agreement was approved by City Council during the July 28, 2020, meeting. (Attachment "C"). The agreement provides for Suspension of Services (Section 8), Modification of Services (Section 8a), Right to Terminate (Section 8b), and Right to Cancel (Section 9).

In the summer of 2020, administrators from the Turlock Unified School District (TUSD) began having discussions with administrators from the Turlock Police Department regarding the possibility of school not resuming

in person for the 2020-2021 school year. If schools were to not resume in person, there would be very little to no need for SRO's to be assigned to school sites.

In July 2020, the Turlock Police Chief had a discussion with the Turlock City Manager regarding the possibility of the School Resource Officers not being assigned to school sites while the schools were primarily in a remote learning format. The use of CARES Act funds was discussed if the SRO's were to be reassigned to Patrol.

The 2020-2021 TUSD school year started on August 12, 2020. TUSD schools, in fact, resumed in a primarily remote learning format and as such, there was no need for SRO's to be dedicated to TUSD campuses.

The two SRO's were redeployed to Patrol and still serve in that capacity until TUSD schools reopen in a primarily in-person format.

Police Department staff have prepared memorandums each month beginning in August 2020, to memorialize the salary and benefit cost of the two (2) SRO's who have been redeployed to Patrol while the schools are in a remote learning format.

Staff is recommending the appropriation of CARES Act funds to account for the redeployment of two (2) SRO's back to patrol as a result of the COVID-19 pandemic and the subsequent decision of TUSD to suspend in-person learning at Turlock school sites.

Fire Department:

The Turlock Fire Department is staffed twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Since 2007, the department has worked to maintain daily minimum staffing levels of thirteen (13) Firefighters on each shift. This allows for three (3) employees at each one of the City's four (4) Fire stations and one (1) Battalion Chief who oversees the shift. Daily staffing levels are one of the two important components which dictate the effectiveness of the level of service, the other being response time.

To achieve staffing levels, the Fire Department uses a combination of personnel and overtime. The more allocated Fire personnel employed by the department, the less the cost of overtime, and vice versa. Generally speaking, it is more cost effective to utilize overtime than the cost of a full-time employee with salary and benefits. Accordingly, the department has utilized a mixture of both to accomplish minimum staffing levels. Attachment "D" demonstrates the sliding scale of employees and the corresponding amount of overtime dollars needed to achieve a daily

staffing level of thirteen (13). The Fire Department utilizes relief positions at the ranks of Captain, Engineer, and Firefighter to cover shifts when employees utilize vacation, holidays, sick time, workers compensation due to injury, and other reasons for absences. Therefore, the total number of employees per shift is normally sixteen (16), which allows for the minimum staffing level of thirteen (13) to be achieved with less overtime.

The budget for FY 2019-2020 called for reductions across all departments in the City as the direction was to completely balance the budget. The City Manager directed the Fire Department to cut spending by 10% or nearly \$1,200,000. To accomplish this, vehicle and equipment replacement money was deferred, three (3) positions within the Fire Department were frozen and unfunded, and overtime was cut by 80%. With the loss of the positions and overtime budget, normal staffing levels could not be met by the department. After looking at all options available, it was determined by the Interim Fire Chief to implement a new staffing model, which diminished the minimum number of Firefighters on duty each day. This is outlined in Attachment "E". This staffing model was adopted by the City Council upon approval of the FY 2019-2020 budget. A comprehensive verbal report was presented to Council at the July 9, 2019, regular meeting outlining what was being done.

Within two (2) weeks of the adopted budget, the City Manager directed the Interim Fire Chief to augment the staffing plan and not brown out any of the four (4) Fire stations. Further direction from the City Manager dictated the "limited response vehicle" (LRV) should be utilized whenever necessary. It was brought to the City Manager's attention that the adopted budget did not support this staffing pattern and that the Fire Department would overspend what was allocated. The City Manager stated he would find the money in other areas and augment the Fire budget to achieve his directive. Two (2) months later the City Manager resigned without making any allocations. The Interim Fire Chief met with the new Interim City Manager and apprised him of the situation. A plan was implemented to utilize salary savings from the newly vacated Fire Chief's position to augment the overtime budget and continue to keep all four (4) stations open as long as possible, although using the LRV most of the time.

The COVID-19 pandemic has changed the way the Fire Department responds to EMS calls. During the past nine (9) months, the department has responded to an average of six (6) COVID-19 "special precautions" calls per day. This is triggered when the patient specifies that they either have COVID-19 or someone in their household does, however, as COVID-

19 has many symptoms and due to the contagious nature of the virus, each EMS call is treated as a potential infection. Therefore, each call is treated as a mini hazardous materials incident, complete with all precautions and decontamination procedures. The average number of calls per day treated as COVID-19 related is over twelve (12) calls per day, or 62% of the total number of daily calls received. When the COVID-19 pandemic arrived, Council took action at the request of the Interim Fire Chief to suspend the staffing model using the LRV and return to normal full staffing. This was done to ensure firefighter safety and provide the normal level of patient care during the pandemic. Council approved this action during the March 24, 2020 Council meeting after a lengthy discussion. It should be noted the department was able to utilize savings from other internal budget lines to keep costs within the initial adopted budget.

During discussions for the FY 2020-2021 budget, Council once again provided direction to balance revenues and expenses. To accomplish this, the new City Manager froze five (5) more positions within the Fire Department, bringing the total number of frozen, unfunded positions to eight (8). These reductions no longer allowed for the utilization of the "limited response vehicle" but would have called for the "browning out" of one (1) of the four (4) fire stations every day, and the possible browning out of another fire station on certain days of the year. This action would have reduced the capabilities of the Fire Department by twenty (20) percent to fifty (50) percent each day. However, during this time the City was given \$2,500,000 in federal relief money through the CARES Act that could be used to maintain services.

At the FY 2020-2021 budget adoption on June 23, 2020, the City Manager clearly outlined his plan to utilize CARES funds to maintain the normal staffing level of the Fire Department. This can be found approximately fifty-six (56) minutes into the June 23, 2020 City Council meeting. The budget was passed by Council immediately after the City Manager's clarification and the Fire Department has continued to operate under that authority to fully staff all four (4) stations during the pandemic. The Interim Fire Chief has reaffirmed that action at every monthly meeting with the City Manager. Overtime has been utilized instead of adding personnel at the direction of the City Manager, as adding back full-time positions could not be supported in future budget years once federal assistance ends. New discussions on staffing will be needed in subsequent budget years, as the current allocation of non-frozen positions and budgeted overtime will not support normal staffing.

At this time, the Fire Department is requesting Council reaffirm the use of CARES funds to support the full, normal daily minimum staffing levels using overtime until the new FY 2021-2022 budget is adopted at the end of the current fiscal year. This will allow for the best possible care of patients and safety of the Firefighters.

4. BASIS FOR RECOMMENDATION:

Police Department:

Turlock Unified School District (TUSD) school sites are primarily in remote learning format as a result of the COVID-19 pandemic.

While school sites are in remote learning format, there is little to no need for SRO's to commit their time to school sites.

Payroll expenses for public safety (including Police Officers) whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency are eligible expenditures of CARES Act funds.

Staff is recommending the appropriation of CARES Act funds to account for the redeployment of two (2) SRO's back to patrol as a result of the COVID-19 pandemic and the subsequent decision of TUSD to suspend in-person learning at Turlock school sites.

Fire Department:

The City Council has declared and reaffirmed the existence of a local emergency response to COVID-19 each month beginning on March 17, 2020. Emergency, timely response provided by the Fire Department is vital for the safety and well-being of the citizens of Turlock. The City Council directed on March 24, 2020, and reaffirmed on June 23, 2020, the use of full staffing levels in the Fire Department to respond to and mitigate emergencies while the COVID-19 pandemic exists.

Staff is recommending the continued appropriation of CARES Act funds to maintain full staffing levels at all four (4) fire stations for the remainder of the fiscal year or until such time as the declaration of local emergency is ended.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

CARES Act funds will be utilized to support public safety through the temporary reassignment of two (2) SRO's to Patrol, whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency by appropriating \$285,000 from 110-10-189.48001_325

"Transfer Out to Respond to COVID-19 Pandemic" to 110-20-210.38001_325 "Transfer In from CARES Act Funds".

CARES Act funds will be utilized to support public safety by ensuring minimum staffing levels in the Fire Department, thereby, providing adequate response to the public health emergency and affirming the appropriation of \$1,200,000 to account numbers in 110-10-189 for overtime salary and benefits.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION: N/A

8. ALTERNATIVES:

Police Department Resolution Alternatives:

- A. Council could reject the request to appropriate CARES Act funds to account for the redeployment of two (2) SRO's back to patrol. This option is not recommended because Police Officer payroll is an eligible use of CARES Act funds, and there is a direct nexus between the redeployment of the SRO's and the public health emergency.
- B. Council could reduce the amount of CARES Act funds to be appropriated to account for the redeployment of two (2) SRO's back to patrol. This option is not recommended because Police Officer payroll is an eligible use of CARES Act funds, and there is a direct nexus between the redeployment of the SRO's and the public health emergency.

Fire Department Resolution Alternatives:

- A. Council could reduce the amount of CARES funds available for Fire staffing in which case the Interim Fire Chief will implement the best available daily staffing pattern afforded the department on any given shift. This option will cause the browning out of one (1) Fire station intermittently and the use of the limited response vehicle as staffing allows. Staff does not recommend this option as browning out or reducing staffing at one (1) or more fire stations poses a significant risk to citizens and Firefighters.
- B. Council could cease the use of CARES funds to augment Fire station staffing and direct the Interim Fire Chief to brown out one (1) or more Fire stations per day as the budget allows. Staff does not recommend this option as public safety staffing is allowed under the CARES act, and the browning out of one or more Fire stations will pose a significant risk to citizens and Firefighters.

for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 31, 2021, the failure of a vendor to complete delivery or services by December 31, 2021, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive Examples of Eligible Expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection

with the COVID-19 public health emergency.

- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.

- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.

- Expenses for public safety measures undertaken in response to COVID-19.

- Expenses for quarantining individuals.

- 3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

- 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.

- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.

- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.

- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.

- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

- 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.

- Expenditures related to a State, territorial, local, or Tribal government payroll support program.

- Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

- 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive Examples of Ineligible Expenditures²

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

- 1. Expenses for the State share of Medicaid.³

- 2. Damages covered by insurance.

- 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

²In addition, pursuant to section 5001(b) of Division A of the CARES Act, payments from the Fund are subject to the requirements contained in the Further Appropriations Act of 2020 (Pub. L. 116-94) for funds for programs authorized under section 330 through 340 of the Public Health Service Act (42 U.S.C. 254 through 256). Section 5001(b) thereby applies to payments from the Fund the general restrictions on the Department of Health and Human Services' appropriations. Of particular relevance for the Fund, payments may not be expended for an abortion, for health benefits coverage—meaning a package of services covered by a managed health care provider or organization pursuant to a contract or other arrangement—that includes coverage of abortion, for the creation of a human embryo or embryos for research purposes, or for research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and 42 U.S.C. 289g(b). The prohibition on payment for abortions and health benefits coverage that includes coverage of abortion does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. These provisions do not prohibit the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds). These provisions do not restrict the ability of a managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds). Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions. Except with respect to certain law enforcement and adjudication activities, no funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. No payments from the Fund may be provided to the Association of Community Organizations for Reform Now (ACORN) or any of its affiliates, subsidiaries, allied organizations, or successors. For the full text of these requirements, see Title V of Public Law 116-94 (133 Stat. 2605 *et seq.*), available at <https://www.congress.gov/116/plaws/pub94/PLAW-116pub94.pdf>.

³See 42 CFR 433.51 and 45 CFR 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.

5. Reimbursement to donors for donated items or services.

6. Workforce bonuses other than hazard pay or overtime.

7. Severance pay.

8. Legal settlements.

Supplemental Guidance on Use of Funds To Cover Payroll and Benefits of Public Employees

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

Substantially Different Use

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would

include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Substantially Dedicated

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term across different employment types. The relevant unit of government should maintain documentation of the "substantially dedicated" conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

Public Health and Public Safety

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 31, 2021.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify

that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

Not Substantially Dedicated

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees' time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

Covered Benefits

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 31, 2021.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close contact with members of the public to enforce public health or



AGREEMENT
between
THE CITY OF TURLOCK
and
TURLOCK UNIFIED SCHOOL DISTRICT
for
Police Officer Services for the School Resource Officer Program
at
Turlock High School and John H. Pitman High School

THIS AGREEMENT for police officer services in connection with the Turlock Unified School District's School Resource Officer Program ("Agreement") is made and entered into this 28th day of July, 2020, by and between the **CITY OF TURLOCK**, a municipal corporation, (hereinafter referred to as "City") and the **TURLOCK UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "District").

WHEREAS, District desires to acquire the on-site services of a Turlock Police Officer for its School Resource Officer ("SRO") program, for its high school campuses located at: Turlock High School, 1600 East Canal Drive, and at John H. Pitman High School, 2631 West Christoffersen Parkway; and

WHEREAS, City desires to accommodate District's request for police services in connection with the SRO program.

NOW, THEREFORE, the City and District (collectively, the "Parties") agree as follows:

1. **Recitals.** The recitals stated above ("Recitals") are true and correct and are hereby incorporated into this Agreement. In the event of any inconsistency between the Recitals and paragraphs 1 through 11 of this Agreement, paragraphs 1 through 11 shall prevail.

2. **Term.** Subject to paragraph 5 of this Agreement, City shall assign one officer to provide SRO services to each high school campus referenced above for a period beginning August 12, 2020 and ending May 28, 2021.

3. **Compensation.** District will compensate City at the rate of fourteen thousand five hundred sixty-four dollars (\$14,564) per month for the Pitman High School Officer and fourteen thousand three hundred twenty-one dollars (\$14,321) for the Turlock High School Officer based upon a 40-hour week. If the officer is assigned work in excess of 40 hours, District shall pay additional compensation to City at the rate of one hundred twenty six and 04/100^{ths} dollars (\$126.04) for each such hour worked at Pitman High School and one hundred twenty three and 93/100^{ths} dollars (\$123.93) for each such hour worked at Turlock High School. In the event City withdraws the officer

pursuant to paragraph 5 herein, District shall compensate City for actual hours worked at the rate of eighty-four and 02/100^{ths} dollars (\$84.02) per hour at Pitman High School and eighty-two and 62/100^{ths} (\$82.62) per hour at Turlock High School.

4. **Billing.** City will bill District bi-monthly in arrears beginning September 27, 2020, and District shall remit payment within thirty (30) days.

5. **No Additional Duty of Care.** The Parties understand that staffing demands may require City to withdraw the assigned officer for other duties and agree that City may do so at its discretion. The Parties anticipate that the assigned officer's SRO duties are often off-campus. This Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter, and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer is not a breach of this Agreement.

6. **Rates.** All rates are subject to increase during the term of this Agreement.

7. **Indemnification.** The District shall indemnify, defend, and hold harmless the City, its officers, elected and appointed officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and costs) of every nature arising out of or in connection with the assigned officer's performance of his or her SRO duties or his or her failure to comply with any of the obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any of their immunities they would be entitled to in the absence of the Agreement. If the District opts to reject a tender of defense by the City and/or the assigned officer and it is later determined that the City and/or the officer owed no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and costs). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim without input from the District.

8. **Suspension of Services.** Notwithstanding anything to the contrary in this Agreement, District may immediately suspend the Agreement, specifically the SRO program, in whole or in part, in response to any declared or imminent health, safety or financial emergency, until such time as the period of emergency is resolved, or a notice of termination, becomes effective, including such notice of termination as described in paragraph 8.b. below. The City of Turlock shall be compensated for services satisfactorily performed and/or products delivered prior to suspending performance. Any fees that were paid in advance for SRO services that have not been performed or for products that have not been delivered shall be refunded in full to District within thirty (30) days.

8.a. **Modification of Services.** As an alternative to suspending performance as described in paragraph 8, above, District may direct the City of Turlock to continue performance on a modified basis as conditions may require, such as modified schedule(s), performance/delivery of SRO services on a less frequent basis, or adjustments in quantity. Notice of any schedule modification or performance frequency, including termination, shall be provided to City with (90) ninety days' notice. Compensation during any period of emergency shall be proportionally adjusted to reasonably reflect the modifications in performance to be mutually agreed upon by the parties. In the event the parties are unable to mutually agree upon the proportionally adjusted compensation, the Agreement shall be temporarily suspended pursuant to paragraph 8. District shall not be liable to City or to any third party for consequential damages, lost profits, or other losses arising from the suspension, termination, or modification of any contract pursuant to this Section.

8.b. **Right to Terminate.** If any suspension or modification of this Agreement, as described in paragraphs 8 and 8.a., above, continues for six (6) consecutive months, the City shall have the right, starting on the first day following that six-month period, to terminate this Agreement and to discontinue all SRO services to the District with no further obligation to provide such services. Any termination of this Agreement made pursuant to this paragraph shall be effective as soon as the District receives written notice from the City regarding its decision to terminate the Agreement, and shall remain effective indefinitely or until such time as the Parties enter into a new agreement for police officer services.

9. **Cancellation.** Either Party has the right to cancel this Agreement at any time and without any future obligation upon thirty (30) days' written notice to the other Party.

10. **General Provisions.**

(a) *Governing Law; Venue.* The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Venue for any legal proceedings related to the enforcement of this Agreement shall be in the Superior Court for the County of Stanislaus.

(b) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(c) *Waiver.* Waiver of any condition, breach or default under this Agreement does not constitute a continuing waiver, or the waiver of a subsequent breach. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(d) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments,

representations, or agreements written, electronic, or oral between the Parties hereto with respect to the subject matter of this Agreement.

(e) *Entire Agreement.* This Agreement, together with any attachments and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

(f) *Amendment of this Agreement.* This Agreement may only be amended or modified by the written mutual agreement of the Parties.

(g) *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(h) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(i) *Counterparts.* This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(j) *Other Documents.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) *Authority.* This Agreement is invalid unless executed by an authorized agent of each Party. All signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement on behalf of their respective Parties and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. A designated officer is not an authorized agent of the City.

(l) *Document Preparation.* This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

11. **Student Records.** The parties agree that the SRO shall be allowed access to necessary student records for which the SRO has a "legitimate educational interest." The SRO shall not provide student records to anyone else without first consulting with a District administrator. The SRO shall not inspect or copy confidential student records outside the scope of the SRO's service, including any record related to a student's place of birth or immigration status, except as allowed by law. The District remains in direct control of the use, maintenance and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

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

CITY OF TURLOCK, a municipal corporation

Turlock Unified School District

By: 
Toby Wells, P.E., City Manager

By: _____

Date: 10/8/2020

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Douglas L. White, City Attorney

Date: _____

ATTEST:

By: 
Jennifer Land, City Clerk

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

CITY OF TURLOCK, a municipal corporation

Turlock Unified School District

By: 
Toby Wells, P.E., City Manager

By: _____

Date: 10/8/2020

Title: _____

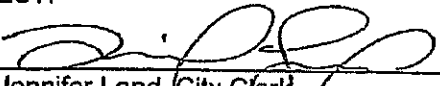
APPROVED AS TO FORM:

Print name: _____

By: 
At: Douglas L. White, City Attorney

Date: _____

ATTEST:

By: 
Jennifer Land, City Clerk

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

CITY OF TURLOCK, a municipal corporation

By: _____
Toby Wells, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

Turlock Unified School District

By: Dana S. Trevethan

Title: Superintendent

Print name: Dana Salles Trevethan

Date: 6/26/2020

ATTACHMENT D

42 LINE PERSONNEL	45 LINE PERSONNEL	48 LINE PERSONNEL	51 LINE PERSONNEL	54 LINE PERSONNEL
↓	↓	↓	↓	↓
\$1 MILLION	\$750 THOUSAND	\$500 THOUSAND	\$250 THOUSAND	< \$10 THOUSAND

- To maintain a daily minimum staffing level of 13 personnel per shift
- Overtime costs to cover expenses. Vacation/holiday, sick time, compensatory time, injury/worker's compensation, etc.
- Based on current collective bargaining agreements
- Five year historical average

Staffing plan

The reduction in the fire budget for fiscal year 2019-20 will result in staffing changes. These changes will be dynamic in nature and are dependent on daily staffing, which will fluctuate from shift to shift.

Below are the staffing matrixes based on personnel available:

13 on duty- Normal operations of four engines each staffed with three personnel and 1 battalion chief.

12 on duty- 1 BC/ 3 engines staffed with 3/ 1 limited response vehicle (Utility 5) staffed with 2.

The QRV will be staffed with 2 and located at the short staffed station. This vehicle will respond to all low acuity medical calls and will back up engines on all major medical calls (CPR). Equipment on this vehicle will be kept to medical gear and PPE.

11 on duty- 1 BC/ 2 engines staffed with 3/ 1 engine staffed with 4.

With 11 on duty, we will have no option but to "brown out" one station. Two of the engines will be normally staffed while the third engine will be staffed with 4 personnel. The engine that has the extra firefighter will be adjacent to the district that is "browned out" for the day. A battalion chief will oversee the shift.

10 on duty- 1 BC/ 3 engines staffed with 3

When 10 personnel are on duty the department will utilize a three engine model with each engine being staffed with three. A battalion chief will oversee the shift.

This is the minimum staffing level the department will utilize. Any drop below 10 personnel will trigger overtime to maintain at least 10.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
THE USE OF CARES ACT FUNDS TO }
SUPPORT PUBLIC SAFETY THROUGH }
THE TEMPORARY REASSIGNMENT OF }
TWO (2) SCHOOL RESOURCE }
OFFICERS TO PATROL WHOSE }
SERVICES ARE SUBSTANTIALLY }
DEDICATED TO MITIGATING OR }
RESPONDING TO THE COVID-19 PUBLIC }
HEALTH EMERGENCY BY }
APPROPRIATING \$285,000 FROM }
ACCOUNT NUMBER 110-10-189.48001_325 }
"TRANSFER OUT TO RESPOND TO }
COVID-19 PANDEMIC" TO ACCOUNT }
NUMBER 110-20-210.38001_325 }
"TRANSFER IN FROM CARES ACT FUNDS" }

RESOLUTION NO. 2021-

WHEREAS, School Resource Officers are Police Officers assigned to provide law enforcement and safety at school sites; and

WHEREAS, school sites are primarily in a remote learning format as a result of the COVID-19 pandemic; and

WHEREAS, while school sites are in a remote learning format, there is little to no need for School Resource Officers to dedicate their time to school sites; and

WHEREAS, payroll expenses for public safety (including Police Officers) whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency are eligible expenditures of CARES Act funds; and

WHEREAS, guidance from the United States Department of Treasury provided, as an administrative accommodation, that a State, local, or tribal government may presume that public safety employees meet the substantially dedicated test; and

WHEREAS, staff is recommending the appropriation of CARES Act funds to account for the temporary redeployment of two (2) School Resource Officers back to patrol as a result of the COVID-19 pandemic and subsequent decision of school officials to suspend in-person learning.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the use of CARES Act funds to support public safety through the temporary reassignment of two (2) School Resource Officers to Patrol whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency by appropriating \$285,000 from account number 110-10-189.48001_325 "Transfer Out to Respond to COVID-19 Pandemic" to account number 110-20-

210.38001_325 "Transfer In from CARES Act Funds."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
THE USE OF CARES ACT FUNDS TO }
SUPPORT PUBLIC SAFETY BY ENSURING }
MINIMUM STAFFING LEVELS IN THE FIRE }
DEPARTMENT, THEREBY, PROVIDING }
ADEQUATE RESPONSE TO THE PUBLIC }
HEALTH EMERGENCY AND AFFIRMING }
THE APPROPRIATION OF \$1,200,000 TO }
ACCOUNT NUMBERS IN 110-10-189 FOR }
OVERTIME SALARY AND BENEFITS }

RESOLUTION NO. 2021-

WHEREAS, since 1993, the Fire Department has operated out of four (4) fire stations strategically located throughout the City to minimize response times and maximize effective Fire operations; and

WHEREAS, fast response times and adequate staffing are vital to positive outcomes on emergency scenes; and

WHEREAS, the Fire Department has reduced its budget over the past two (2) years resulting in several frozen positions making it impossible to fully staff all four (4) stations without overtime; and

WHEREAS, CARES Act funds have been allocated by the federal government to assist cities with maintaining essential services including public safety during the COVID-19 pandemic, and use of overtime is an allowable expense under CARES Act guidance; and

WHEREAS, the City Council took action to staff all four (4) fire stations to normal levels on March 24, 2020, and reaffirmed that action using CARES funds on June 23, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the use of CARES Act funds to support public safety by ensuring minimum staffing levels in the Fire Department, thereby, providing adequate response to the public health emergency and affirm the appropriation of \$1,200,000 to account numbers in 110-10-189 for overtime salary and benefits.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of February, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

February 23, 2021



9D

From: Gary R. Hampton, Acting City Manager

Prepared by: Gary R. Hampton, Acting City Manager

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and Petrulakis Law & Advocacy, APC, regarding the providing of Interim City Attorney Services

2. SYNOPSIS:

The City Council took action during a closed session meeting on February 3, 2021, to appoint attorney George A. Petrulakis of the Petrulakis Law & Advocacy, APC firm to serve as Interim City Attorney, subject to approval of an agreement between the City and the law firm.

3. DISCUSSION OF ISSUE:

George A. Petrulakis of the Petrulakis Law & Advocacy, APC firm has submitted a proposed legal services agreement regarding the providing of Interim City Attorney Services. The agreement sets forth the fee structure related to legal services to be performed for the City.

4. BASIS FOR RECOMMENDATION:

A. Council action is required prior to the Acting City Manager's execution of the attached contract.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The attached contract sets forth the fee structure related to legal services to be performed for the City. The City anticipates remaining within its current legal budget for the remainder of Fiscal Year 2020-2021.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could choose to direct staff to further negotiate regarding the proposed contract.
- B. Council could choose to move in a different direction regarding Interim City Attorney services.

AGREEMENT FOR INTERIM CITY ATTORNEY SERVICES

THIS AGREEMENT FOR INTERIM CITY ATTORNEY SERVICES ("Agreement") is made and entered into this _____th day of February 2021, by and between the City of Turlock, a California municipal corporation ("City"), and the law firm of Petrulakis Law & Advocacy, APC, a Professional Corporation ("Firm"). City and Firm may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

A. At a special meeting held on February 3, 2021, the Turlock City Council ("City Council") interviewed Firm for the position of Interim City Attorney.

B. At a regular meeting held on February 23, 2021, City Council considered and approved this Agreement for Firm to provide Interim City Attorney legal services for City.

C. The Parties seek to enter into this Agreement to authorize Firm to provide Interim City Attorney legal services to City on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 23 of this Agreement, Sections 1 through 23 will prevail.

Section 2. Appointment. City hereby retains Firm to provide legal services required by City (including such other public agencies or entities selected or appointed by City), and Firm hereby agrees to perform such legal services ("Legal Services"). Legal Services include both services of a general counsel nature and services of a special counsel nature. The City Manager for City ("City Manager") is authorized and charged with executing this Agreement and any informed written consents acceptable to City with advice from independent legal counsel if City so desires. George A. Petrulakis is hereby appointed Interim City Attorney for City. Interim City Attorney shall be solely responsible for the appointment of any Interim Assistant City Attorney following execution of this Agreement. City agrees and understands that Firm's client under this Agreement is the City itself, acting through individuals duly authorized to conduct the City's affairs.

Section 3. Effective Date. This Agreement shall become effective and Firm shall commence performance under the terms of this Agreement on February 24, 2021 ("Effective Date"), and Firm shall continue such performance, unless either City or Firm terminates this Agreement sooner, in accordance with Section 7 of this Agreement.

Section 4. Integrated Agreement. This Agreement contains all of the agreements of the Parties and all previous understandings and negotiations are integrated into this Agreement.

Section 5. Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties, except as otherwise stated herein. Any non-material change to the Agreement (e.g., change in Firm name, address, or business structure) may become effective thirty (30) days following approval of such change, in writing, by the City Manager and Firm and shall not require the approval of the City Council.

Section 6. Compensation and Services.

6.1. Standard of Performance. Firm shall perform all Legal Services required by this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Firm is engaged in the geographical area in which Firm practices its profession. Firm shall prepare all work product required by this Agreement in a substantial, first- class manner and shall conform to the standards of quality normally observed by a person practicing in Firm's profession.

6.2 Time. Firm shall devote such time to the performance of the Legal Services contracted for in this Agreement, as may be reasonably necessary to meet the standard of performance provided for in Section 6.1 above.

6.3 Hourly Rate for Legal Services. All Legal Services provided by Firm for City shall be billed as follows:

6.3.1. Legal Services in General. City shall pay Firm Three Hundred Dollars (\$300.00) per hour for Legal Services provided by Firm that are not Reimbursable Services as defined in Subsection 6.3.2.

6.3.2. Reimbursable Legal Services. City shall pay Firm Three Hundred Fifty Dollars (\$350.00) per hour for Legal Services that provide cost recovery legal services for City ("Reimbursable Legal Services.") Reimbursable Legal Services include, but are not limited to, developer-funded land use projects and related financing mechanisms and other services where the applicant or entity is required to, or agrees to, reimburse City for City's cost of legal services. Reimbursable Legal Services will be provided in addition to, and billed separately from, the Legal Services in subsection 6.3.1.

6.3.3. Meet and Confer. Within sixty (60) days of the effective date of this Agreement, the Parties will meet and confer and determine if any adjustments to this Section 6.3 are mutually agreeable to the Parties.

6.3.4 Travel Time To and From City. Firm shall not bill City for travel time to and from City for the services provided under this Agreement but will bill mileage costs pursuant to

Section 6.5.

6.4. Outside Counsel. If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field, such as tax or bankruptcy, Firm will charge, and City agrees to pay, the billing rates for those attorneys. Firm shall obtain the consent of the City Manager prior to engaging any attorney not affiliated or associated with Firm to provide legal services to City.

6.5. Costs, Expenses & Advances. City shall pay for costs, expenses, and advances incurred by Firm on behalf of City and services provided by or obtained through Firm on behalf of City ("Costs & Advances"). Such Costs & Advances shall be the actual cost of the service obtained and there shall be no mark-up of the Costs & Advances by Firm. Costs & Advances include, but are not limited to: outside courier services, court runner services, court reporter services, and transportation costs. The Parties agree that City shall pay the Costs & Advances of Firm copying and printing at a rate of twenty cents (\$0.20 cents) per page, as adjusted annually by the CPI. Automobile mileage will be calculated at the rate per mile that is provided by the Internal Revenue Service at the time the expense is incurred. All Costs & Advances shall be itemized on Firm's monthly invoice to City and shall be due pursuant to Section 6.7 of this Agreement.

6.6. Included Services. Notwithstanding any other provision in this Agreement to the contrary, City will not be required to pay any separate or additional charge for the following:

a. Secretarial, word processing, or clerical services which are included in the hourly rates of Firm's legal professionals; and

b. Charges associated with telephone or facsimile services.

6.7. Invoices and Statements.

a. Firm shall provide City with an itemized statement or invoice for fees, costs, expenses, and advances incurred on a monthly basis. All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief description of the work performed. Firm will establish separate billing projects for specific matters and funding categories as City may direct.

b. Payments shall be made by City to Firm within thirty (30) days of receipt of any statement or invoice, except for those specific items on an invoice that are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the statement or invoice. Payments made to Firm more than thirty (30) days after the due date shall draw interest at ten percent (10%) per annum, except as otherwise set forth herein.

6.8. Payment of Taxes. Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6.9. Office Hours. Firm shall make itself available to City at times mutually agreeable to City Manager and Firm.

Section 7. Term and Termination.

7.1. Term. This Agreement shall begin on the Effective Date and shall continue until terminated by City or Firm upon thirty (30) days advance written notice to the non-terminating party. Upon termination, Firm shall be entitled to and City shall immediately pay all amounts owed to Firm. City, however, may condition payment of such compensation upon Firm delivering to City copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Firm.

7.2. Options Upon Breach of Agreement by Firm. If Firm materially breaches any of the Terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- a. Immediate termination of this Agreement;
- b. Retention of the plans, reports, documents, and any other work product prepared by Firm pursuant to this Agreement; or
- c. Retention of a different law firm to complete the Legal Services.

Section 8. Independent Contractor and Assignment.

8.1. Independent Contractor. Firm shall perform all Legal Services required under this Agreement as an independent contractor of City and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which Firm, its agents or employees, render the Legal Services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision, or control of Firm employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

8.2. Assignment and Subcontracting. City and Firm recognize and agree that this Agreement contemplates personal performance by Firm and is based upon a determination of Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Firm. Firm may not assign this Agreement or any interest therein without the prior written approval of the City Manager. Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to outside counsel as described in Section 6.4 of this Agreement, without prior written approval of City.

Section 9. Conflicts

9.1. No Present Conflicts. Firm believes it has no present or contemplated representations that are directly adverse to City as detailed in Rule 1.7 of the California Rules of

Professional Conduct, other than those matters where the City and other client(s) of Firm have each executed informed written consent to the representations. Firm believes it has no present or contemplated representations where there is a significant risk that the lawyer's representation of the City and other client(s) of the Firm would be materially limited as detailed in Rule 1.7 of the California Rules of Professional Conduct, other than those matters where the City and other client(s) of Firm have each executed informed written consent to the representations.

9.2. Potential Future Conflicts. If a potential conflict of interest arises that appears likely either to materialize into a conflict involving directly adverse interests between the City and another client of the Firm, or create a significant risk that the lawyer's representation of the City would be materially limited as detailed in Rule 1.7 of the California Rules of Professional Conduct, Firm shall, in writing, inform City, and any other affected Firm client, and either: (a) seek informed written consents from each affected client to allow continued representation, or (b) withdraw from representing either client and assist each in obtaining replacement counsel.

9.3 Future Representations of Other Clients by Firm. Firm agrees that during the term of this Agreement, it shall not accept representation of new matters from either Firm's current or new clients where the interests of the City and these other clients of the Firm would either be directly adverse or create a significant risk that the lawyer's representation of the City would be materially limited as detailed in Rule 1.7 of the California Rules of Professional Conduct unless the City, in its sole discretion, seeks informed written consent for dual or multiple representations because the City believes the matter is of a nature where such is appropriate. Firm shall play no role in City's determination of what constitutes a situation where such dual or multiple representations are appropriate.

9.4 Advance Waiver by City on Certain Matters. Firm may have past and present clients, or may have future clients, who, from time to time, have ongoing matters involving interests adverse to City where Firm is not representing those clients in those adverse matters. City agrees that Firm may continue to represent, or represent in the future, such clients in other matters so long as those matters do not raise issues under California Rules of Professional Conduct 1.7 and 1.9. For example, a party may be seeking land use entitlements from the City or may be in litigation against City so Firm would not be representing that party against the City in these matters. However, City agrees that Firm may represent that party if, for example, that party is seeking land use entitlements from, or litigating against, a different city or a county while the party is, for example, seeking land use entitlements from, or litigating against, the City.

Section 10. Errors and Omissions Insurance Coverage.

10.1. Insurance Coverage. During the Term of this Agreement, Firm shall at all times maintain insurance coverage for Errors and Omissions with a limit not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate. During the Term of this Agreement, Firm shall at all times maintain automobile liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per accident.

Firm shall name City as a Certificate Holder for the foregoing insurance coverage policies and City shall also be named as an Additional Insured. All insurance coverage shall be provided by an insurance company with a rating of A-VII or greater in the latest edition of Best's Insurance Guide that

is authorized to do business in the State of California. A certificate of insurance shall be provided to City within thirty (30) days of execution of this Agreement. In the event that any coverage required by this Section is reduced, limited, or materially affected in any manner, Firm shall provide written notice to City at Firm's earliest possible opportunity and in no case later than thirty (30) days after Firm is notified of the change in coverage.

10.2. Remedies. In addition to any other remedies City may have, if Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Firm's breach:

a. Order Firm to stop work under this Agreement or withhold any payment that becomes due to Firm hereunder, or both stop work and withhold any payment, until Firm demonstrates compliance with the requirements hereof; or

b. Terminate this Agreement.

Section 11. Legal Requirements.

11.1. Governing Law. The laws of the State of California shall govern this Agreement.

11.2. Compliance with Applicable Laws. Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

11.3. Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Firm, and any subcontractors, shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

11.4. Licenses and Permits. Firm represents and warrants to City that Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Firm represents and warrants to City that Firm and its employees, agents, and any outside counsel shall, at their sole cost and expense, keep in effect at all times during the Term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Firm and any outside counsel shall obtain and maintain during the Term of this Agreement any required business licenses from City.

Section 12. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

Section 13. Counterparts. This Agreement may be executed simultaneously, and in several

counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

Section 14. Work Product.

14.1. Records Created as Part of Firm's Performance. Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement to City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including, but not limited to, those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use.

14.2. Firm's Books and Records. Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Firm pursuant to this Agreement.

14.3 Inspection and Audit of Records. Any records or documents that Section 14.2 of this Agreement requires Firm to maintain shall be made available for inspection, audit, or copying at any time during regular business hours, upon oral or written request of City.

Section 15. Notices. Any notice or communication required hereunder between City and Firm must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Turlock
156 S. Broadway, Ste. 230
Turlock, California 95380-5454

Attention: City Manager
Tel: (209) 668-5540

If to Firm:

Petrulakis Law & Advocacy, APC
P.O. Box 92
Modesto, California 95353
Attention: George A. Petrulakis
Tel: (209) 522-0500
Fax: (209) 522-0700

Section 16. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

Section 17. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made, express or implied, not specifically set forth herein.

Section 18. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states, or firms represented, or purported to be represented, by such entities, persons, states, or firms, and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with.

Section 19. Document Preparation. This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

Section 20. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

Section 21. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

Section 22. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the Parties.

Section 23. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

SIGNATURE PAGE TO IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, this Agreement has been entered into by and between City and Firm as of the date of execution by City.

CITY OF TURLOCK,
a California municipal corporation

By: _____
Gary R. Hampton
Acting City Manager

Date Signed: _____

Attest:

By: _____

Jennifer Land, City Clerk

Date Signed: _____

PETRULAKIS LAW & ADVOCACY, APC,
a Professional Corporation

By: _____
George A. Petrulakis

Date Signed: _____

}

City Council Staff Update
February 23, 2021



To: Mayor and Councilmembers

From: Gary Carlson, Interim Fire Chief

Prepared by: Gary Carlson, Interim Fire Chief

Subject: Monthly Public Safety Update- Fire

Please see attached report.



**Incident Summary
Report
February 23, 2021**



Operations Highlights Page 2

COVID Special Medical Precautions.....Page 3

Incident Summary by Type.....Page 4

Calls by District Page 5

Neighborhood Services HighlightsPage 6



Turlock Fire responded 1,023 emergency calls for service between January 1st and February 15th. This included eight structure fires, seven vehicle fires, 18 trash/grass fires, 31 injury vehicle collisions, nine downed power line calls due to storms, and seven hazardous materials calls. Several of the fire calls caused significant damage and many of the vehicle collisions caused serious injuries, including two deaths.

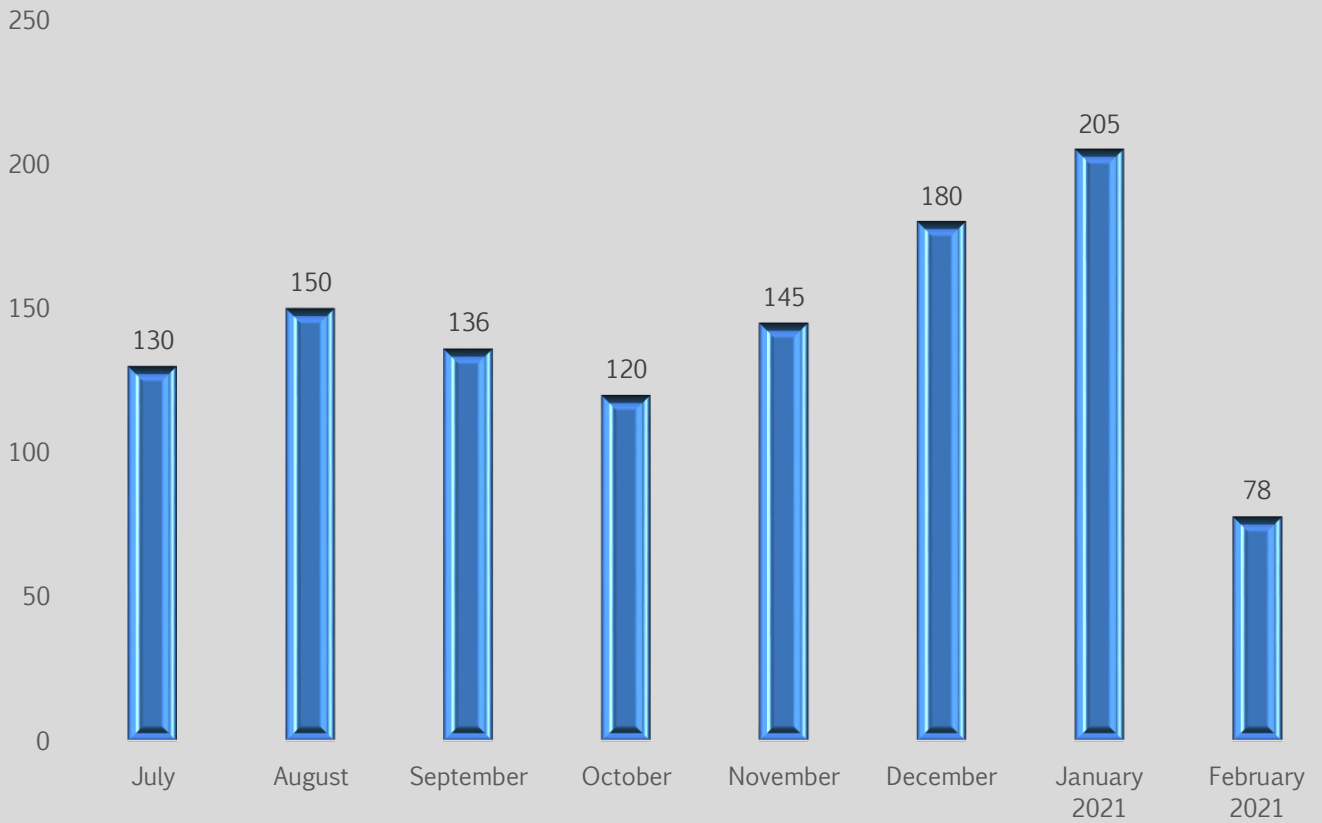
The fire department is currently in the process of hiring firefighters to fill budgeted vacancies. They will begin their employment on March 1st and will begin a six-week academy. Several other positions within the department remain unfilled as the adopted budget froze many vacant spots.

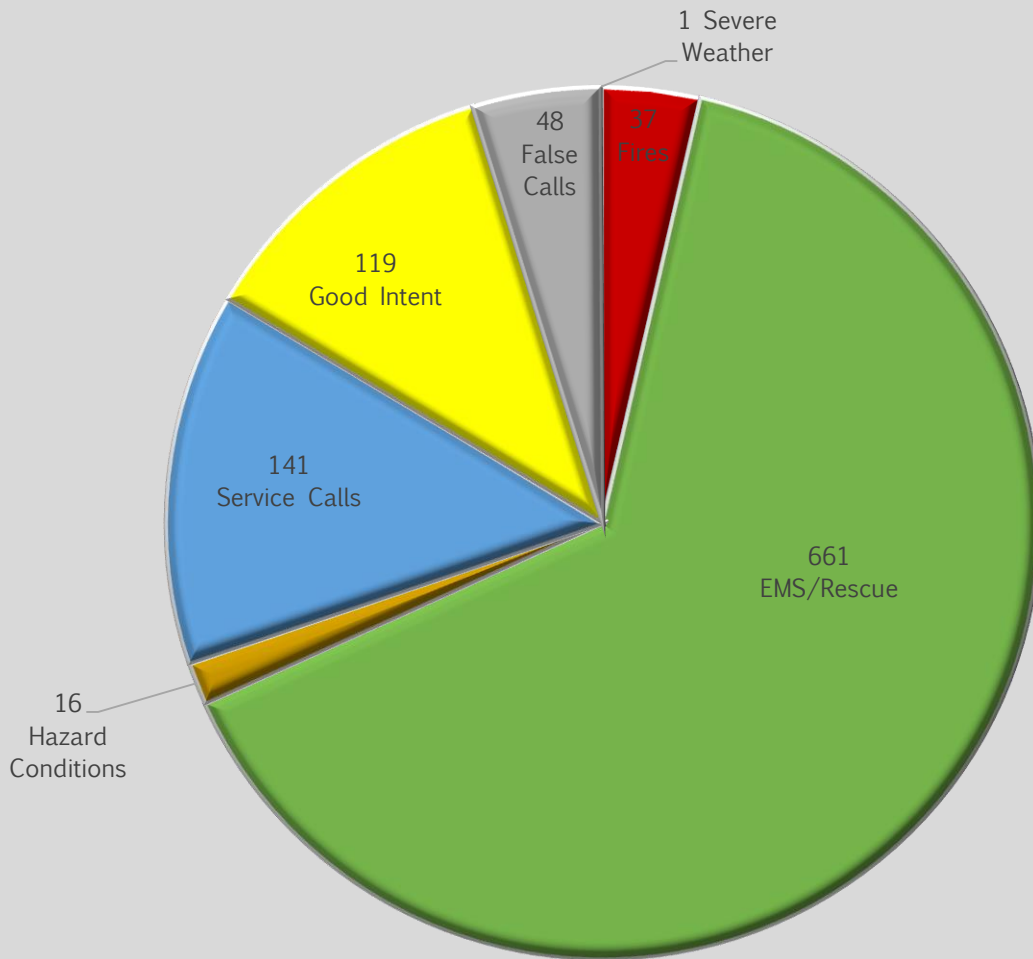
In the attachments you will find a summary call volume related to COVID19 calls for service. The fire department responded to an average of just over five "COVID-special medical precautions" calls per day. Please note, these statistics are only for the known symptomatic calls during the 911 dispatch. The department has enacted a protocol that all EMS calls are treated as possible COVID related due to the wide spectrum of symptoms that accompany the virus.

Training

The first module of the engineer academy took place in February. Several firefighters are taking place in the academy as they prepare for the upcoming fire engineer promotional test. This intensive training academy reinforces the skills and abilities necessary to become a fire engineer. There are a total of three modules, the second of which occurs next week.

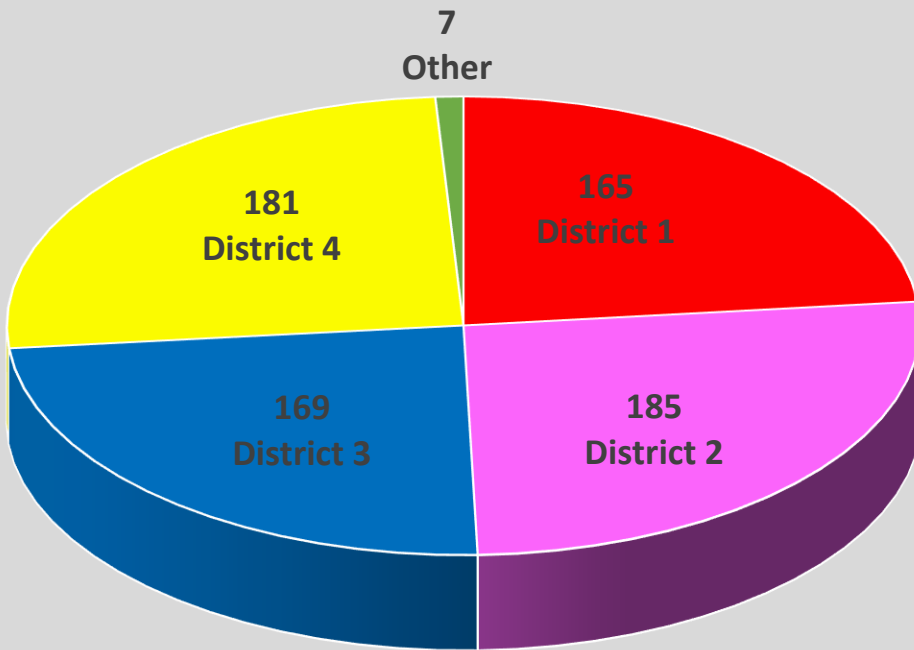
COVID Special Medical Precaution Calls





- Fire
- Hazardous Conditions
- Good Intent
- Severe Weather
- EMS/Rescue
- Service Call
- False Call

**Calls by District
January**

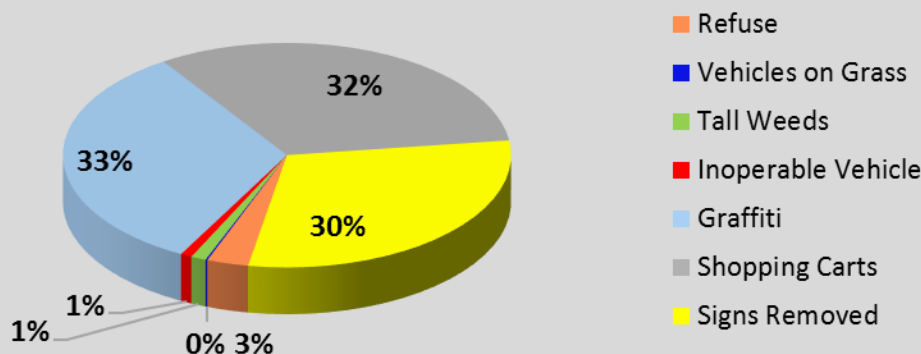


Neighborhood Services Code Enforce Officers completed 276 various inspections from January 1 through February 15, 2021. These inspections included refuse, tall weeds, inoperable vehicles, graffiti, and vehicles parked on grass. Neighborhood Services Staff Services Assistant received 467 phone calls and mailed 133 TMC violation letters.

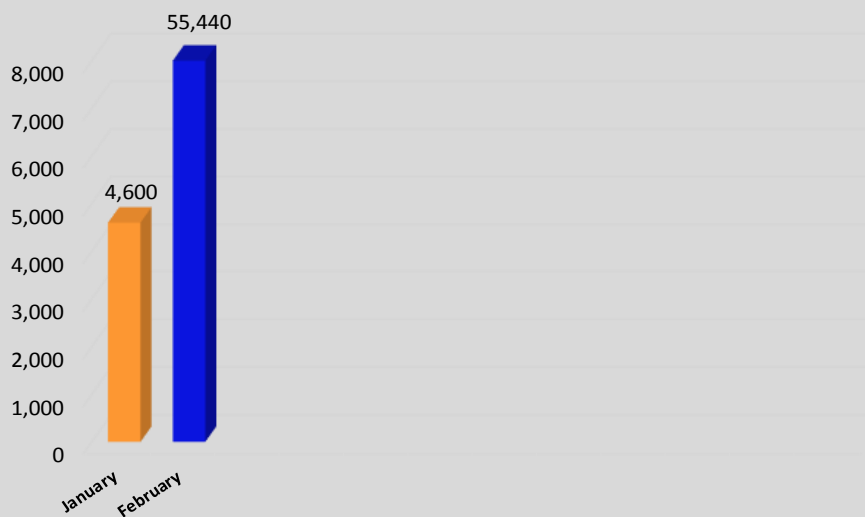
Neighborhood Services removed 236 abandoned shopping carts, abated graffiti from 241 locations, and removed 219 illegal snipe signs (i.e. lost dogs, yard sales, and business promotions) none of which were offensive. Public and private, abandoned or inoperable vehicles were addressed resulting in 223 cars orange-tagged or sent a letter to remove the vehicle.

A total of 60,040 pounds of debris and trash was taken to Scavenger, through the combined effort of Neighborhood Services personnel and City of Turlock staff.

Code Violation Inspections and Abatements



Pounds of Refuse Taken to Scavenger by Month



City Council Staff Update

February 23, 2021



To: Mayor and Councilmembers

From: Carl Brown, Interim Municipal Services Deputy Director

Prepared by: Carl Brown, Interim Municipal Services Deputy Director

Subject: Municipal Services Department Update: February 23, 2021

The Municipal Services Department reports the following:

Drinking Water

1. 1,2,3-Trichloropropane (TCP)

The compliance order from the State Water Resources Control Board (SWRCB) regarding wells 4, 29, and 35 states that the City must demonstrate that the water being delivered from each well complies with the 1,2,3-TCP Maximum Contaminant Limit (MCL). This must be completed before June 30, 2021 or the wells may no longer be utilized.

Well 29 has gone through comprehensive water quality analysis. During the analysis it was discovered that modification of the well casing to limit the aquifers the well is pulling water from could potentially remedy the 1,2,3-TCP contamination issue. Well casing modification has been completed and follow-up water quality analysis will be conducted and reported to the SWRCB in the following weeks. Upon successful results, a sampling plan will be developed for continued analysis for purposes of having the compliance order lifted on the particular well.

Water quality analysis will be conducted on wells 35 and 4, in that order. The hydrogeologist will be onsite at well 35 in the upcoming weeks.

2. Urban Water Management Plan (UWMP)

UWMPs are mandated by AB 797 on September 21, 1983, in an effort to more effectively manage urban water usage and encourage water conservation through long-term resource planning and long-term water supply planning. The UWMP is updated at 5-year intervals. Water shortage contingency planning and corresponding stages of water conservation are areas of future planning. Key elements of the plan are the Regional Surface Water Supply Project, water use by sector, estimated future water use, Turlock Groundwater Basin, and recycled water use. The Turlock Municipal Code (TMC) coincides with the UWMP, and if changes need to be made in the TMC they will be addressed congruently.

10C1

City Council Staff Update
February 23, 2021



To: Mayor and Councilmembers

From: Steven Williams, Interim Chief of Police

Prepared by: Deandra Wiley, Crime and Community Information Analyst

Subject: Turlock Police Department Staff Update – January 2021

See attached report.

TURLOCK POLICE DEPARTMENT

STAFF UPDATE JANUARY 2021

PRESENTED TO COUNCIL: FEBRUARY 23, 2021

TPD Tip Line • 668-5550 ext. 6780 • TPDtipline@turlock.ca.us

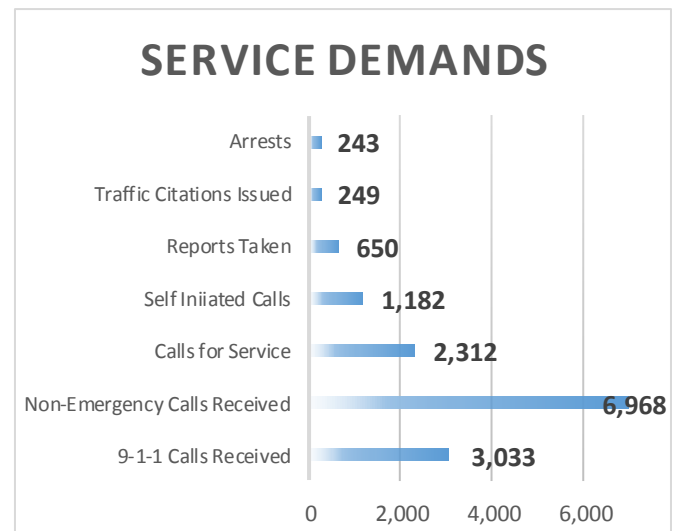
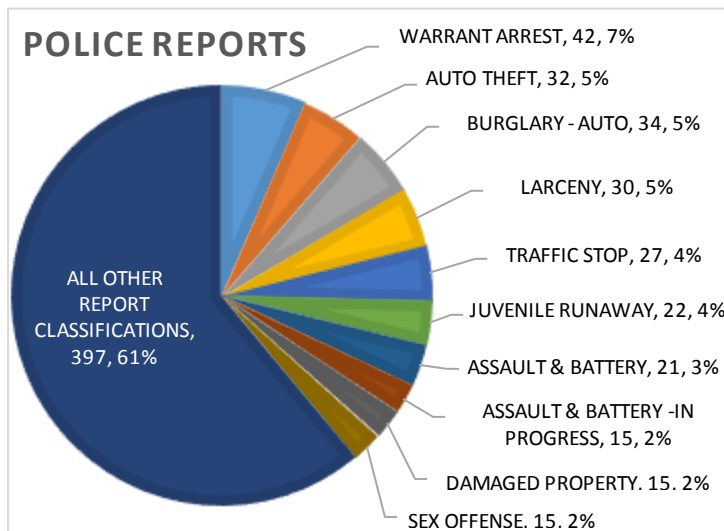


SPECIAL NOTE

The COVID-19 pandemic has greatly impacted the Turlock Police Department's reductions shown in this report. COVID-19 forced businesses to close and social gatherings to stop, resulting in reductions of calls for service, police reports, officers' self initiated activity, traffic collisions, arrests, crime rate, etc., beginning in March 2020 to date; however, part one crimes, such as robbery, aggravated assault and burglary rates, have increased.

DEPARTMENT STATISTICS

Current information as of 2/17/2021



MONTHLY TOP 5 CALLS FOR SERVICE

Extra Patrol	431
Traffic Stop	346
Code 6 / Investigation	259
Security Check	143
Suspicious Person	139

STAFFING

	Population	Authorized Sworn Staff	Operational Sworn Staff	Authorized Officers per Capita
Jan. 2020	74,297	81	63	1.09
Jan. 2021	74,297	82	68	1.11

SOCIAL MEDIA:

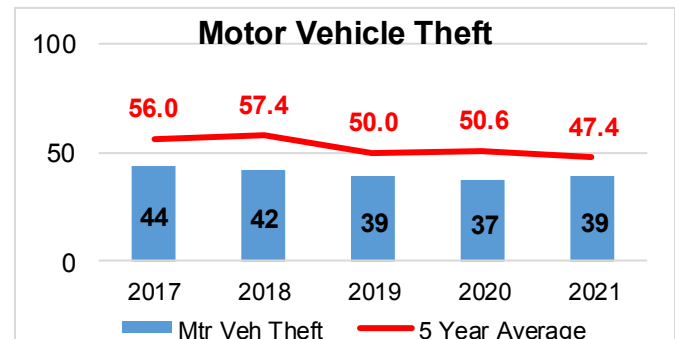
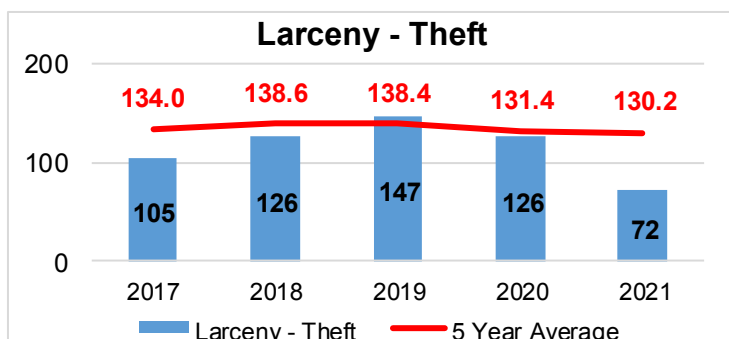
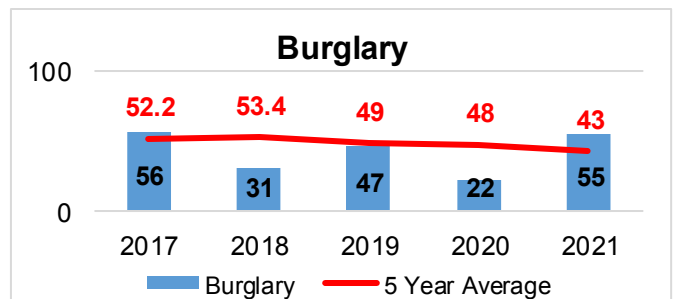
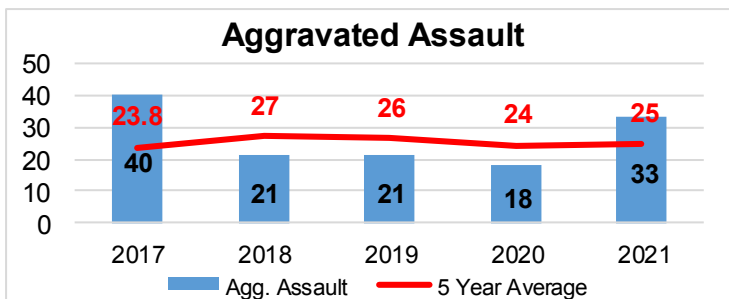
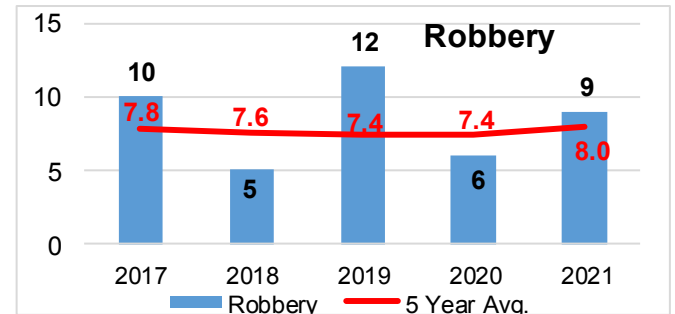
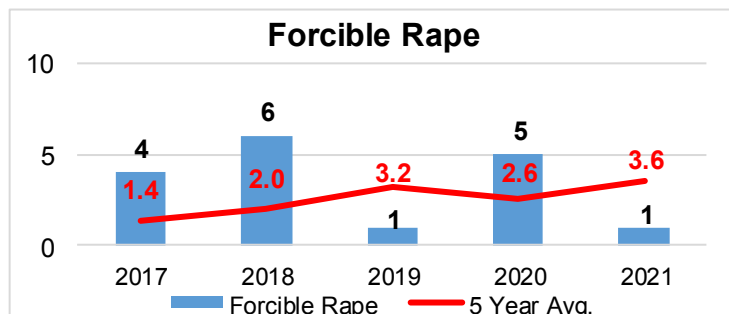
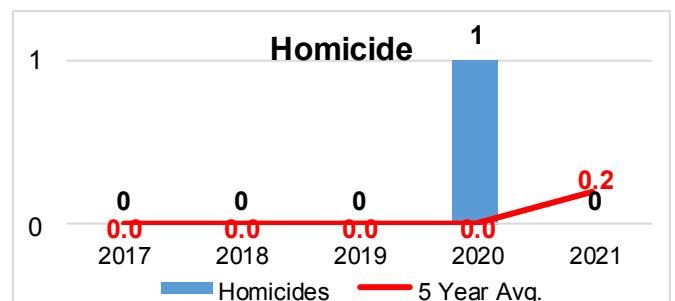
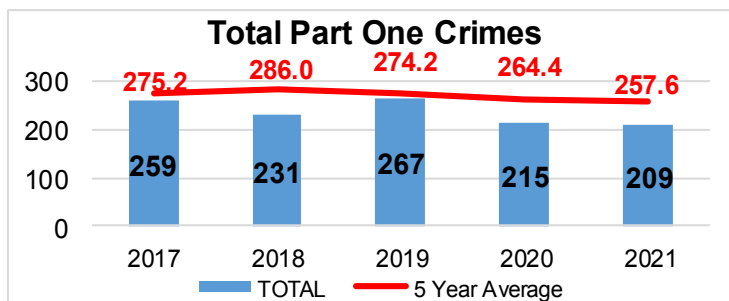


Facebook @TurlockPD			Instagram @TurlockPolice		Twitter @TurlockPolice		YouTube		NextDoor		
Followers	Likes	+/- from Prev. Month	Followers	+/- from Prev. Month	Followers	+/- from Prev. Month	Followers	+/- from Prev. Month	Members	Neighborhoods	+/- from Prev. Month
15,840	14,949	+71	12.6k	+100	6,947	+0	171	-1	9,744	64	+205

PART ONE CRIMES (UCR) YTD as of 2/17/2021



2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2021 YTD Crime Rate	YTD 2020	YTD 2021	% Diff. '21 vs '20	5 Year Avg	% Diff. 2021 vs 5 Yr Avg
Homicide	0												0.00	1	0	-100%	0.2	-100%
Forcible Rape	1												0.01	5	1	-80%	3.6	-72%
Robbery	9												0.12	6	9	50%	8	13%
Agg. Assault	33												0.44	18	33	83%	25	33%
Burglary	55												0.74	22	55	150%	43	27%
Larceny	72												0.97	126	72	-43%	130.2	-45%
Veh. Theft	39												0.52	37	39	5%	47.4	-39%
TOTAL	209												2.81	215	209	-3%	257.6	-19%



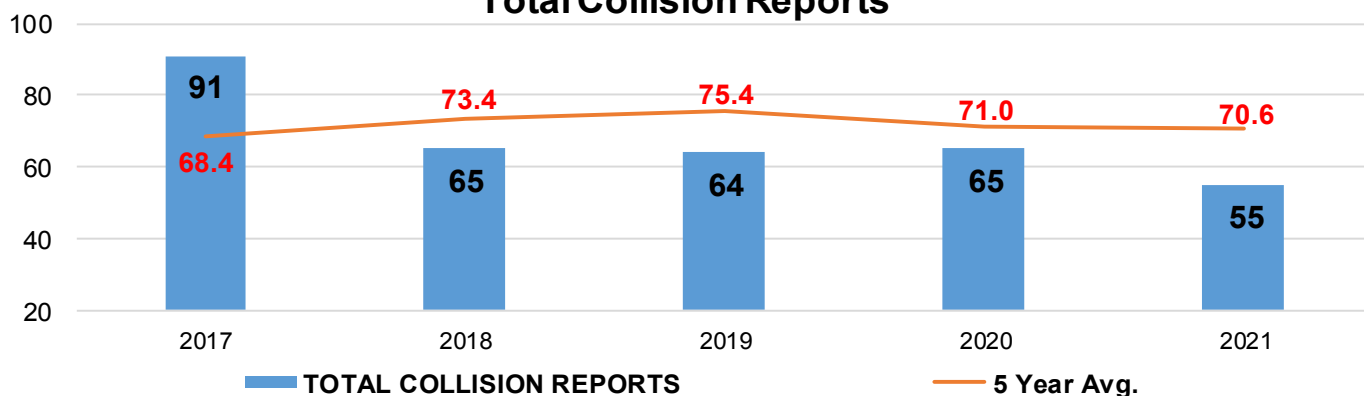


TRAFFIC COLLISIONS:

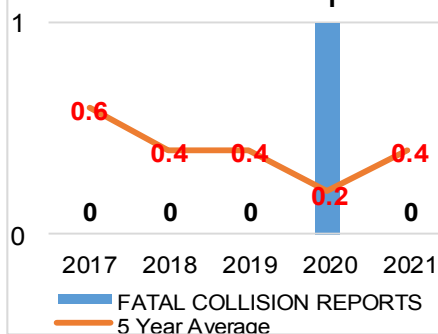
	Pedestrian Collisions	Bicyclist Collisions	Fatal Collisions	Injury Collisions	Non-Injury Collisions	Private Prop. Collisions	TOTAL ACC
Jan. 2020	8	1	1	34	29	1	65
Jan. 2021	5	1	0	25	30	*	55
% Chg.	-38%	0%	-100%	-26%	3%	*	-15%
2021 YTD	5	1	0	25	30	*	55
5 Year Avg.	3.4	0.4	0.4	23.2	43.4	*	70.6
% Chg. vs. 5 Yr. Avg.	47%	150%	-100%	8%	-31%	*	-22%

*Private Property Collisions are no longer a report classification (beginning in July 2020 – Current). Moving forward, this will phase out but the category will be kept on this report to show past years counts contributing towards each year's totals.

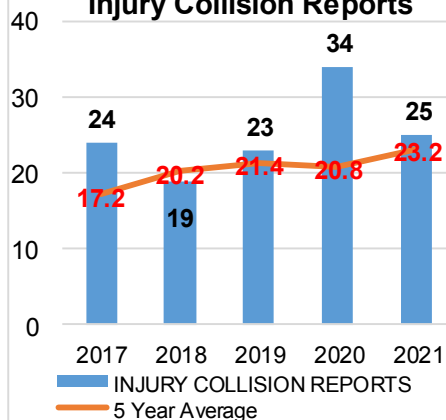
Total Collision Reports



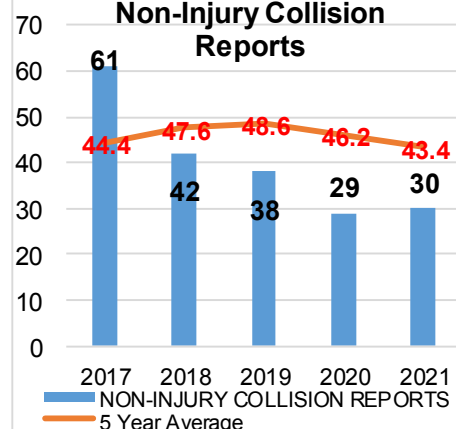
Fatal Collision Reports



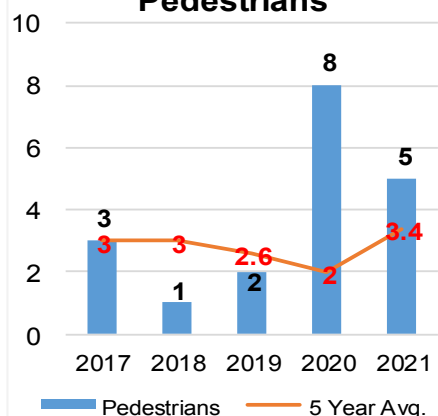
Injury Collision Reports



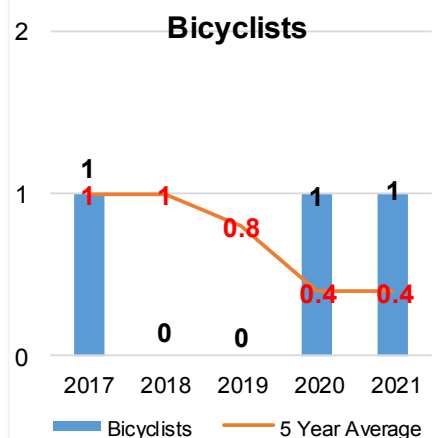
Non-Injury Collision Reports



Pedestrians



Bicyclists



PRIMARY COLLISION FACTORS

JAN. 2020	JAN. 2021
Speeding (13)	Unsafe Lane Change (18)
DUI (6)	Speeding (8)
Unsafe Lane Change (4)	Stop Sign Violation (5)
Unsafe Starting / Backing (3)	Red Light Violation (4)
Right of Way Violation (3)	DUI (4)

PCF's listed of only 3 or more