

City Council Meeting Agenda



March 28, 2023

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members
Kevin Bixel
Cassandra Abram
Rebecka Monez
Pam Franco
Vice Mayor

City Manager
Reagan M. Wilson
City Clerk
Julie Christel
City Attorney
George A. Petrulakis

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

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

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

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed three (3) minutes for comments.

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.

CALL TO ORDER SALUTE TO THE FLAG ROLL CALL AND DECLARATION OF CONFLICTS

1. 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.

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS

- A. Presentation: LOVE Turlock (*Sims*)
- B. Briefing: Police Department Annual Report (*Hedden*)
- C. Briefing: Roads/Water/Sewer Presentation (*Goodman*)

3. PUBLIC PARTICIPATION

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. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter. 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.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 2023**

Next City Council Resolution: 2023-071

Next Ordinance: 1301-CS

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

5. CONSENT CALENDAR

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

- A. Resolution 2023-XXX: Accepting Weekly Demands of March 9, 2023 in the amount of \$1,511,431.72 and of March 16, 2023 in the amount of \$1,593,659.52
- B. Motion: Accepting Minutes of the February 14, 2023 Regular Meeting of the City of Turlock City Council
- C. Resolution 2023-XXX: Awarding RFP No. 2022-030 and approving an agreement with Don Pedro Pump, Inc. in a form approved by the City Attorney, for pump repairs at the Turlock Regional Water Quality Control Facility, City well sites and Stanislaus Regional Water Authority Water Treatment Facility, for a period of three (3) years, with an option to extend the Agreement for one (1) additional three-year term, in an amount not to exceed \$250,000 annually, for a maximum total compensation not to exceed \$1,500,000 over the 6-year term of the Agreement, if all renewal periods are exercised, to be paid from fund 410-51-534.44110 "WQC Pump Maintenance" and fund 420-52-551.43550 "Well Pump Repair" (*Goodman*)
- D. Resolution 2023-XXX: Authorizing the City Manager to execute a Master Equity Lease Agreement, Maintenance Agreement, and take other actions as necessary with Enterprise Fleet Management (EFM), Inc. for the lease and replacement of vehicles for the SRWA Water Treatment Plant (SRWA WTP) operations, and authorize the City Manager to approve the lease of additional vehicles under the Master Equity Lease agreement based upon the funding appropriated in the annual budget each year in Fund 450 "SRWA Operations" (*Goodman*)
- E. Resolution 2023-XXX: Approving a Memorandum of Understanding (MOU) with Stanislaus County for City Project No. 14-79 "Golden State Blvd/Golf Road & Berkeley Ave Intersection Project" for City utility relocation in the estimated amount of \$53,000 to be paid from Fund 305 (Capital Facilities – Roadways) (*Schulze*)
- F. Resolution 2023-XXX: Awarding RFP No. 22-001 and approving a Professional Services Agreement between the City of Turlock and Carollo Engineers, Inc. of Walnut Creek, California for development of the City of Turlock Water Master Plan, for an amount not-to-exceed \$340,000 (*Goodman*)
- G. Resolution 2023-XXX: Initiating proceedings for the formation of the Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012, 1037 S. Kilroy Road (APN 044-010-011), and directing the City Engineer to act as the Engineer of Work and produce an Engineer's Report which details the annual costs to the development (*Schulze*)

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- H. Resolution 2023-XXX: Accepting donations made to the City of Turlock Public Works Department from various donors from October 2021 through January 2023 in the amount of \$5,000 (monetary donations) in account number 270-61-635-415.37200_000 "Active Military Banner Donation General", \$7,250 (monetary donations) in account number 110-61-622-002.35720 "Christmas Parade – Revenue", \$2,788 (monetary donations) in account number 270-61-635-399.37200_000 "Donations General", \$1,629.38 (monetary donations) in account number 269-60-614-380.37200_000 "Park – Donations General" and \$1,820 (monetary and in-kind donations) in account number 110-61-624-053.35720 "Turkey Trot – Revenue" to fund/aid a variety of Public Works Department programs, scholarships and activities (*Schulze*)

6. FINAL READINGS

- A. Second and final reading of an Ordinance Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2022-03 (2710 Geer Road)] (*Quintero*)

Recommended Action: Ordinance 13XX-cs: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2022-03 (2710 Geer Road)]

7. PUBLIC HEARINGS

8. ACTION ITEMS

- A. Adopting a Cell Phone Stipend Policy Citywide (*Moreno*)

Recommended Action: Motion: Adopting a Cell Phone Stipend Policy Citywide

- B. Approving the establishment an Information Technology Department, to include the appointment of an Information Technology Director (currently Information Technology Manager) by the City Manager, reclassification of the Information Technology Coordinator to Information Technology Manager, Information Technology Coordinator (vacant) to Information Technology Technician, Information Technology Analyst II (2) to Information Technology Analyst, Senior, and Information Technology Technician to Information Technology Analyst I, job description revisions, and amending the Management Salary Schedule effective April 1, 2023 (*Wilson*)

Recommended Action: Resolution 2023-XXX: Approving the establishment an Information Technology Department, to include the appointment of an Information Technology Director (currently Information Technology Manager) by the City Manager, reclassification of the Information Technology Coordinator to Information Technology Manager, Information Technology Coordinator (vacant) to Information Technology Technician, Information Technology Analyst II (2) to Information Technology Analyst, Senior, and Information Technology Technician to Information Technology Analyst I, job description revisions, and amending the Management Salary Schedule effective April 1, 2023

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- C. Approving a Professional Services Agreement, in a form approved by the City Attorney, with Willdan Energy Solutions for Design/Build Energy Services in an amount not to exceed \$65,000, to be paid from General Fund 110-10-106.43060 (33%), Wastewater Fund 410-51-534.51300 (34%) and Water Fund 420-52-551.51300 (33%) (*Goodman*)

Recommended Action: Resolution 2023-XXX: Approving a Professional Services Agreement, in a form approved by the City Attorney, with Willdan Energy Solutions for Design/Build Energy Services in an amount not to exceed \$65,000, to be paid from General Fund 110-10-106.43060 (33%), Wastewater Fund 410-51-534.51300 (34%), and Water Fund 420-52-551.51300 (33%)

9. 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. Monthly Department Reports (*Wilson*)

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

11. 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.

12. CLOSED SESSION

- A. Conference with Labor Negotiators - California Government 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: Deputy City Manager Sarah Eddy
Employee Organization: Turlock Management Association – Public Safety
Employee Organization: Turlock Firefighters Association – Local 2434

13. REPORTS FROM CLOSED SESSION

14. ADJOURNMENT

DECLARATION OF POSTING

I, Julie Christel, City Clerk for the City of Turlock, certify that I caused to be posted a copy of the City of Turlock City Council Agenda for the Regular Meeting of Tuesday, March 28, 2023 at City Hall, 156 S. Broadway, Turlock, California, 95380 on Friday, March 24, 2023.

Dated: March 24, 2023

/s/Julie Christel
Julie Christel
City Clerk

Agenda Item 2A

Presentation

LOVE Turlock



TURLOCK POLICE DEPARTMENT
2022
ANNUAL REPORT

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A MESSAGE FROM CHIEF HEDDEN

It is my pleasure to present the Turlock Police Department's 2022 Annual Report, which highlights our programs, services, and crime data. Our dedicated team continues to provide exceptional police services to the residents of Turlock incorporating our values of safety, service, and excellence. **We remain steadfast in our mission to create and maintain an atmosphere that encourages community input, participation, and partnerships to achieve our goals.**

Last year, our department underwent a reorganization of police services adding a third division to the department; Police Support Operations Division, encompassing Dispatch, Records, and the Police Business Unit. The Fire Department's Neighborhood Services Division was moved to the Police Department and rebranded as the Code Enforcement Unit. Through this transition, the Code Enforcement Unit has grown from a team of three to a team of seven, including a new Code Enforcement Supervisor position. The increase in staffing allows us to combat blight and unsightly conditions while enhancing response and services to our community. The Department gained a total of thirteen new positions in the reorganization allowing staff to provide a well-focused response to our core services.

While Turlock remains an overall safe city, the dedicated members of our Police Department continue to identify and address challenges involving crime and safety. We saw a 3.9 percent decrease in the number of Part One Crimes and an 8.9 percent decrease when compared to the five-year average from 2018 to 2022. As we continue into the new year, our team is dedicated to partnering with our community and our allied agency partners to enhance safety in our community. We will continue to leverage technology, collaboration, and information sharing to combat crime and improve the overall quality of life in Turlock.

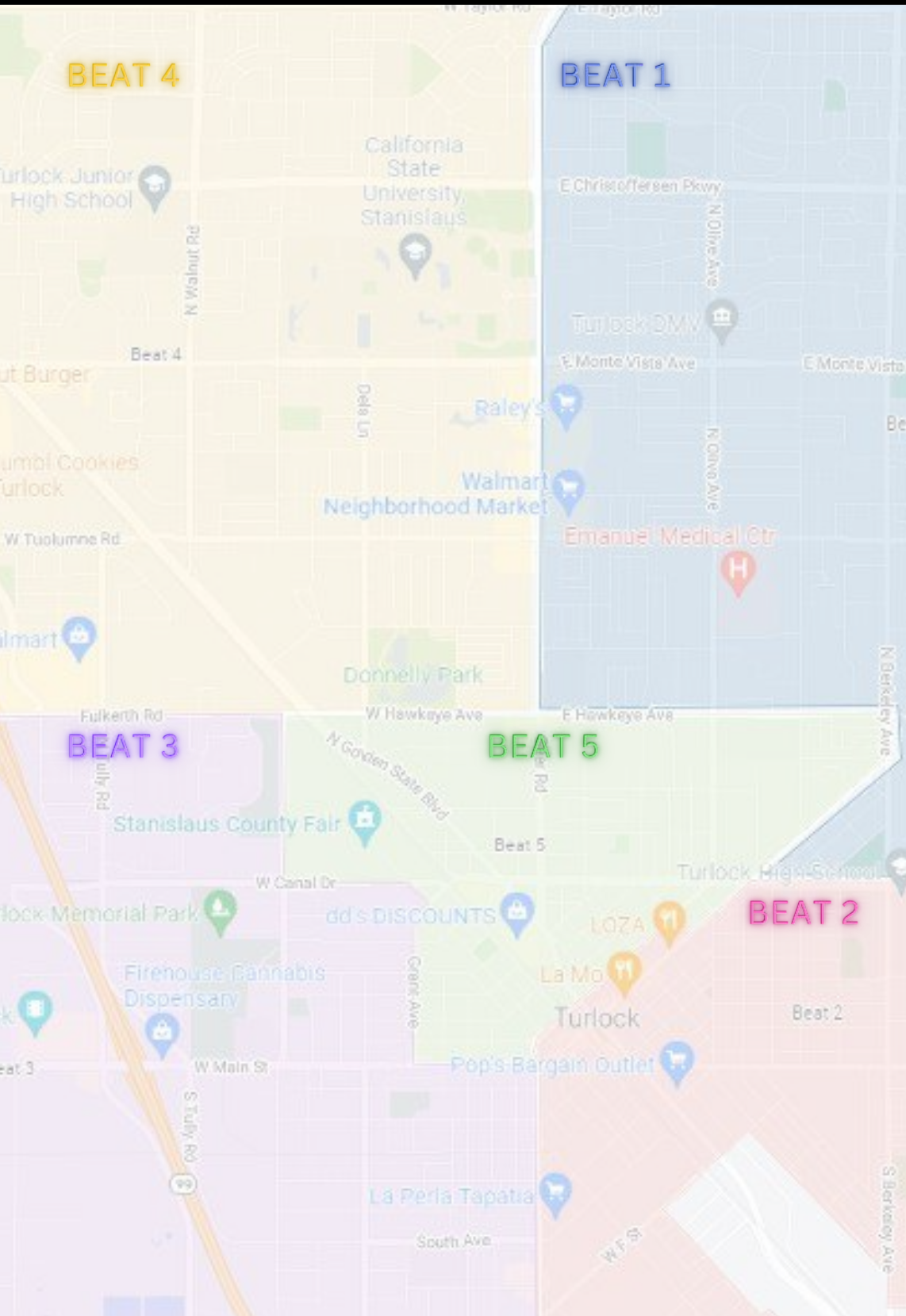
We continue to utilize our various social media platforms, meet and greets, and other community outreach programs as a way of sharing information with residents and business owners. I encourage Turlock residents to follow our social media platforms and take advantage of our programs and services. With the rise in rapes, robberies and assaults outlined in the next page, several units are taking a proactive approach to impact these statistics. The Crime Prevention Unit has partnered with the University Police Department at Stanislaus State to offer self-defense courses since 2010. During the 2022 year, four Rape Aggression Defense (RAD) courses were scheduled and over 50 women received training. Similarly, officers and investigators have provided extra patrol to businesses and locations within the City that have experienced higher rates of robberies and assaults.

The Turlock Police Department strives to share up to date information and connect with our community through a variety of social media platforms. We are continuing to expand our outreach and information sharing efforts across a wide range of social media platforms including Facebook, Instagram, TikTok, Twitter, and Nixle. We invite you to follow us on these information sharing platforms to stay connected and informed about important events and news in our community.

I want to thank the Community and Turlock City Council for their support of the Turlock Police Department and our public safety goals. Increased funding in the area of staffing, resources, and equipment continues to provide valuable tools to make our community safer and help retain valued employees. On behalf of the Turlock Police Department team, thank you for your interest in our efforts to keep Turlock safe and prosperous.



"We remain steadfast in our mission to create and maintain an atmosphere that encourages community input, participation, and partnerships to achieve our goals."



CALLS RECEIVED
107,750
 EMERGENCY 30.9% NON-EMERGENCY 69.1%
294 AVG CALLS PER DAY

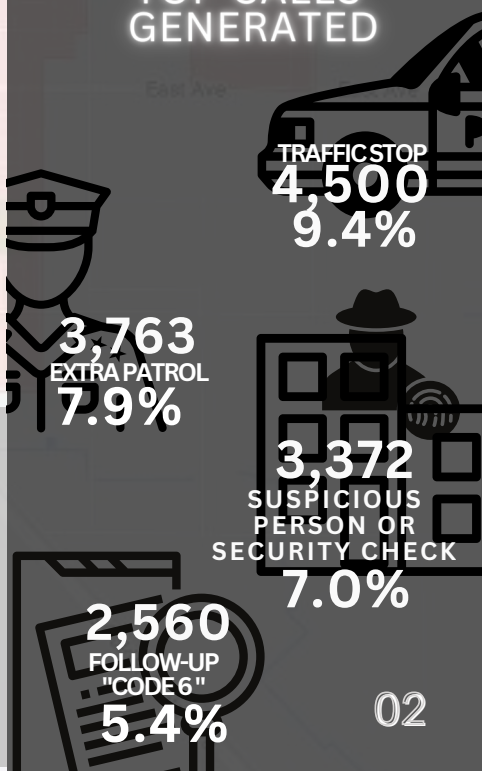
CALLS GENERATED OR DISPATCHED
47,833

4 10,332 21.7%	1 7,760 16.2%
3 8,905 18.6%	5 10,460 21.9%
N/A* 2,796 5.84%	2 7,557 15.8%

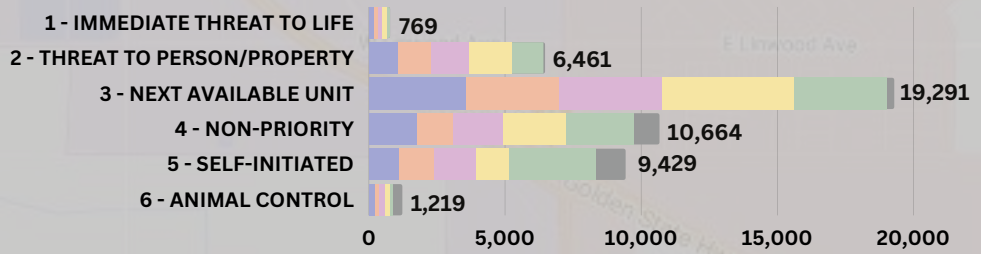
131 AVG CALLS PER DAY

*Calls with no set location or those that cross beat boundaries (i.e. extra patrol, prisoner transport, etc.)

TOP CALLS GENERATED



■ BEAT 1 ■ BEAT 2 ■ BEAT 3 ■ BEAT 4 ■ BEAT 5 ■ N/A



BY THE NUMBERS

REPORTS PROCESSED

11,310

INITIAL REPORTS

8,823

SUPPLEMENT

2,487



ARRESTS

2,591

ADULT

2,487

JUVENILE

104

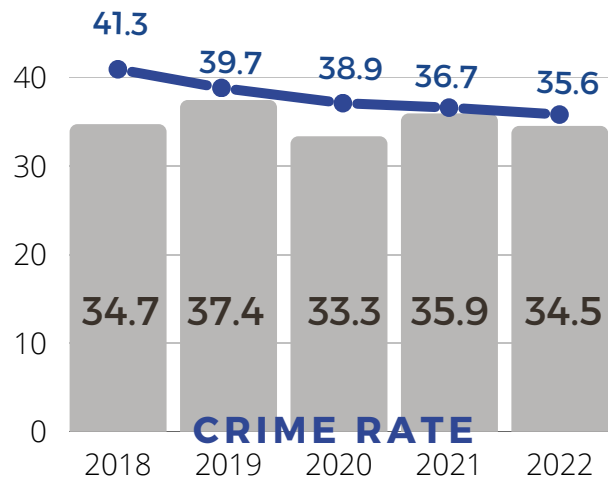
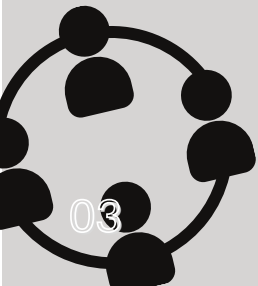
PART 1 CRIME

5 YEAR AVERAGES

5	HOMICIDES	0%
41	RAPES	+39%
107	ROBBERIES	+9.4%
272	ASSAULTS	+15.4%
277	BURLARIES	-30%
1,515	LARCENIES	-7.3%
248	MOTOR VEHICLE THEFTS	-7.4%
2,465	TOTAL	-8.9%

PUBLIC
RELATION
CALLS

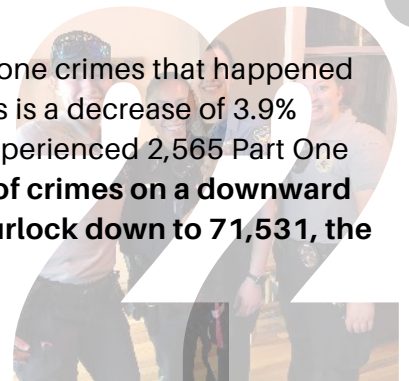
82



The Turlock Police Department submits crime data on a monthly basis to the Department of Justice Federal Bureau of Investigation (FBI). This is known as Uniform Crime Reporting (UCR), since it is used to compare crime rates across the nation. The department has used the Summary Reporting System (SRS) to track and submit data for decades. In September, the department successfully transitioned to the National Incident Based Reporting System (NIBRS) to classify and submit UCR data to the FBI. For consistency reasons, the UCR data showcased in this report will finish the year using SRS to classify and count the data. Beginning next year, NIBRS data will be shown.

The Turlock Police Department closely monitors five-year averages of six Part One crimes. The averages are used to analyze violent crime projections in Turlock. The total count of crimes in 2022 and five-year percentage change from 2018 to 2022 for homicide, rape, assault, robbery, burglary, larceny and motor vehicle theft are shown. Over five years, homicides are showing no change. The rate of rapes, robberies and assaults are increasing and the other categories are decreasing at a substantial rate. **Overall, due to the amount of total crimes decreasing over the years, the five-year average shows a decrease of 8.9% from 2018 to 2022.** See page 40 for charts and full details about the transition to NIBRS.

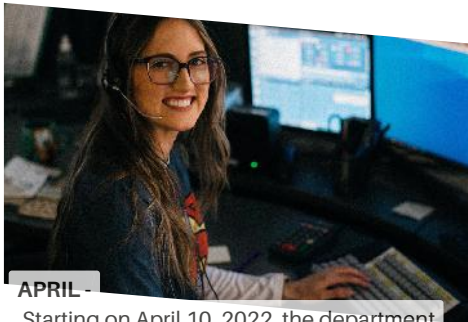
The total number of actual part one crimes that happened in 2022 amounted to 2,465. This is a decrease of 3.9% when compared to 2018 that experienced 2,565 Part One crimes. **With the total number of crimes on a downward trend and the population of Turlock down to 71,531, the crime rate is also decreasing.**



January

The impacts of COVID-19 were still being felt around the department on January 1, 2022. Several community programs continued to be suspended, all briefings took place in larger areas and entry into several units remained restricted to necessary purposes only. Thankfully, most restrictions were lifted early in the year.

By January 24, 2022, three officers completed their field training programs and started riding solo - see front cover.



APRIL -

Starting on April 10, 2022, the department celebrated National Telecommunications week and on April 17, 2022 Volunteer Appreciation Week began!

JULY -

The department partners with the 7-Eleven in Turlock to handout free slurpee coupons. By July 11, 2022 officers handed out numerous coupons so children could visit the store for a free slurpee on their Free Slurpee Day on 7/11.

Officers visited Pitman High School on July 27, 2022, during a free pool day event. Temperatures climbed into the 100's, but it wasn't going to stop officers from stopping by to say hi!



OCTOBER -

Personnel from the department and several associations attended many community events such as our annual Open House, Downtown Tick-or-Treat event and the Third Thursday events - see page 43.

FEBRUARY -

On February 16, 2022, Chief Hedden was sworn in. He was the 21st Chief to assume the role since the department was established in 1908 - see page 1.



MAY -

Steve Rodrigues was sworn in as the Captain of Special Operations on May 2, 2022.

The Annual Peace Officer Memorial event was held on May 4, 2022. Hundreds of personnel from local departments gathered to honor officers who made the ultimate sacrifice.

The Unmanned Aircraft Systems (UAS) team was announced to the public via a Top Gun themed video on social media - see page 21.



AUGUST -

The first Tuesday in August is National Night Out! On August 2, 2022, the department joined thousands of others across the nation who participate in this nationwide event!. Officers visited 24 different neighborhoods - see page 13.

NOVEMBER -

This year the department had the honor of participating in a Make-A-Wish event for a local boy who had defied the odds and won his battle against a rare form of childhood cancer. The event coined the name 'Carter Cleans Up' because his wish was to spend the day living out his dream of being a garbage truck driver. Carter spent the day driving around in a truck while being escorted by police cars and motorcycles.

MARCH -

Meet & Greets begin to take place at local coffee shops in town on March 17, 2022. The Office of the Chief partnered with local business owners to coordinate informal meet and greets with community members - see page 5.

The Crime Prevention Unit and volunteers were able to attend a local Community Awareness Day at Turlock Salvation Army on March 24, 2022.



JUNE -

Due to the increase of thefts in the surrounding area, the department partnered with Jiffy Lube to coordinate three Catalytic Converter Theft Prevention events on June 16, 2022 - see page 13.

SEPTEMBER -

The Animal Services Unit coordinated an Off-Site Adoption Event on September 10, 2022 at Tractor Supply. Three dogs were adopted who had spent a total of 113 days in the shelter before being adopted.

An officer visited Alegria Performing Arts Academy to read stories to children on September 14, 2022. They host guest speakers every Wednesday at 1:00pm and encourage anyone to join the fun - see page 18!



After two years of service, K-9 Bravo passed away suddenly on December 21, 2022 while at home with his handler, Officer Anthieny - see page 20.

December

ADMINISTRATION UNIT



The Administration Unit is also commonly referred to as the Chief's Office or Office of the Chief. The unit is comprised of the Chief of Police, an Executive Administrative Assistant and an Administrative Assistant. Primary responsibilities of the unit include securing and maintaining personnel records, plan promotional ceremonies, coordinate interviews, oversee the process of internal affairs investigations, disseminate information and promote activities in the department. Professionalism and the ability to provide the highest quality customer service to the community outside agencies and all internal personnel, is at the core of every function of the unit.

Similar to many units in the department, the unit experienced immense change; the administrative assistant was promoted to executive administrative assistant and the administrative assistant position was filled shortly after. The newly formed staff worked together seamlessly to complete their regularly assigned duties and assist with coordinating events or programs this year, such as:

- Annual Awards Ceremony
- Badges with Buckets, Special Olympics Torch Run Fundraiser
- Carter Cleans Up, Make-a-Wish Foundation
- **Community Advisory Board to the Chief of Police (CABCOP)**
- Meet & Greets with the Community at Local Coffee Shops
- Public Safety Facility's Open House



COMMUNITY ADVISORY BOARD TO THE CHIEF OF POLICE (CABCOP)

The Advisory Board is a group of individuals appointed by the Chief of Police for the purpose of providing insight and suggestions when reviewing crime trends, new and or revised policies, community issues, event briefings, personnel complaint briefings, overview of complaint processes, input on deployment strategies, input on technology strategies, and the generation of new ideas which are provided to the Chief of Police for consideration.



For questions, please contact:

**Office of the Chief
244 N Broadway
Turlock, CA 95380
(209) 664-7302
tpdadmin@turlock.ca.us**



By law and Police Department policy, anyone working or volunteering within the Police Department, including employees of other departments who have on-going access to the Police Department and, as a result may come in contact with criminal justice information, must undergo and pass a comprehensive background investigation before being granted access. Additionally, the California Commission on Peace Officer Standards and Training (P.O.S.T.) sets specific standards for Police Officers and Emergency Services Dispatchers. A P.O.S.T. audit of Police Officer and Emergency Service Dispatcher background files occurs on an annual to bi-annual basis.

Background Investigators also assist the Chief’s Administrative Staff by meeting with background investigators from other agencies who visit the Department to view Turlock Police Department background and employment files. Background Investigators, on occasion, complete pre-employment investigations on applicants for other City of Turlock positions as requested by the City Manager.

The Background Investigations Unit is under the management and oversight of Sara Bickle, Executive Administrative Assistant to the Chief of Police. The Background Unit currently consists of three investigators; Ramon Godoy, David Norling and Jaime Von Kleist. Background Investigators all receive forty hours in an initial Background Investigation Course and attend ongoing update courses.

**2022
BACKGROUNDS
COMPLETED**

RECRUITMENT TEAM

The Recruitment Team is a collateral duty made up of approximately twenty employees. The Recruitment Team strives to recruit well qualified, professional individuals to join the Turlock Police Department family.

The Recruitment Team visits police academies and attends job fairs in the area along with career days at CSUS and our local high schools. They also participate in several oral boards for interviews. The Trainee position offers those with no experience and who have not attended an academy to apply. If selected, the candidate is paid a salary and benefits while attending an academy. In addition to salary, the department covers all academy related expenses such as tuition, books, uniforms and equipment. Upon successful completion of the academy, the trainee is sworn-in as a Police Officer with the Turlock Police Department. Multiple recruitments are held for the Police Officer Trainee Position throughout the year.

The department has embraced a multi-focused approach to recruit and accept applicants at any stage. Other opportunities to apply include: police officers that have completed a POST Certified Academy and Lateral Police Officers that transfer from a different department.. This method brings a combination of experience and encourages diversity and stability.



7



30

DEPARTMENT STRUCTURE



1 CHIEF



2 CAPTAINS



5 LIEUTENANTS



11 SERGEANTS



4 DETECTIVES

**4 ROTATIONAL
DETECTIVES**

4 INVESTIGATORS

1 TASK FORCE OFFICER

2 K-9 OFFICERS

**2 SCHOOL RESOURCE
OFFICER (SRO)**

**1 NEIGHBORHOOD
RESOURCE OFFICER (NRO)**

49 OFFICERS

**CHIEF
JASON HEDDEN**



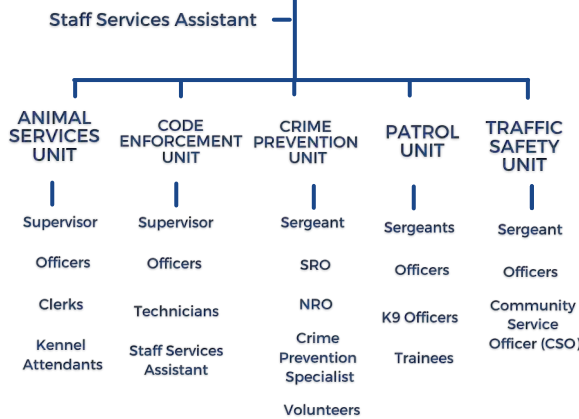
**FIELD OPERATIONS CAPTAIN
MIGUEL PACHCO**

**SPECIAL OPERATIONS CAPTAIN
STEVE RODRIGUES**



LIUTENANTS

LIUTENANT

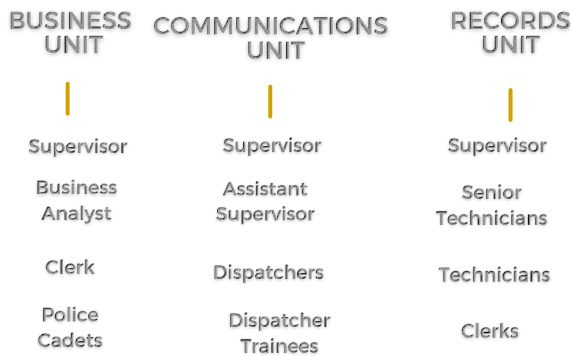


The Turlock Police Department is led by the Chief of Police and consists of the following divisions: Field Operations, Special Operations and Support Operations. Each division is managed by a Captain or Manager. They operate as a team to oversee the success of the various units and teams in the department.

As of December 31, 2022, the department employed an authorized sworn strength of 86 sworn, 52 full time personnel and 19 part-time staff. According to the Department of Finance, the population in Turlock dropped to an estimated 71,531. This means for every 1,000 residents there are 1.2 sworn personnel.

**Executive Administrative Assistant
Administrative Assistant
Background Investigators**

**SUPPORT OPERATIONS MANAGER
AMANDA FORTADO**



**1
MANAGER**

**5
SUPERVISORS**

**1
ASSISTANT
SUPERVISOR**

**2
SENIOR
TECHNICIANS**

**43
FULL TIME**

**19
PART TIME**

NEW DIVISION

As part of a city-wide reorganization, a third Division was added to the department in July 2022. The Support Operations Division is under the direction of a Support Operations Manager. The reorganization and creation of this division has been in the works for years.

With this new addition, the City of Turlock joined several other law enforcement agencies that have created a non-sworn division within their public safety facilities. This division promotes efficient communication and streamlines the processes of several vital non-sworn functions of the department. It also allows access for a non-sworn employee, to achieve the same managerial level as a captain!

The Field Operations Division consists of Patrol Unit, K-9 Unit, Traffic Safety Unit, Major Accident Investigation Team (MAIT), Crime Prevention, Animal Services, K-9 officers, Field Training Program, Recruitment, Critical Response Team, Bike Patrol, Honor Guard, Volunteers in Police Services (VIPS), Chaplains, Peer Support, Police Explorer Program, Unmanned Aerial System Team and Code Enforcement and Major Accident Investigation Team (MAIT).

The division is headed by Captain Miguel Pacheco and Lieutenants Russ Holeman, David Hall, David Shaw and Michael Stapler.

This year the Field Operations Division was assigned the Code Enforcement Unit. This was known previously as Neighborhood Services and was part of the Fire Department. As part of a larger citywide reorganization, Code Enforcement was assigned to the Police Department. With this move came additional personnel budgeted for this vital workgroup. We have hired a dedicated Code Enforcement supervisor and are working hard to fill remaining vacancies. This unit will work hand in hand with our Neighborhood Resource Officer program to ensure we continue to meet of all our residents' needs. **Field Operations remains committed to its primary mission of protecting lives and property in the City of Turlock.** Thank you for taking some time to read about Field Operations and its accomplishments this past year.



"Field Operations remains committed to its primary mission of protecting lives and property in the City of Turlock."



The Animal Services Unit continues to strive for excellence in providing compassionate care for the animals in our community. Throughout 2022, the unit built upon several partnerships with rescue organizations and other shelter agencies to place adoptable animals into homes.

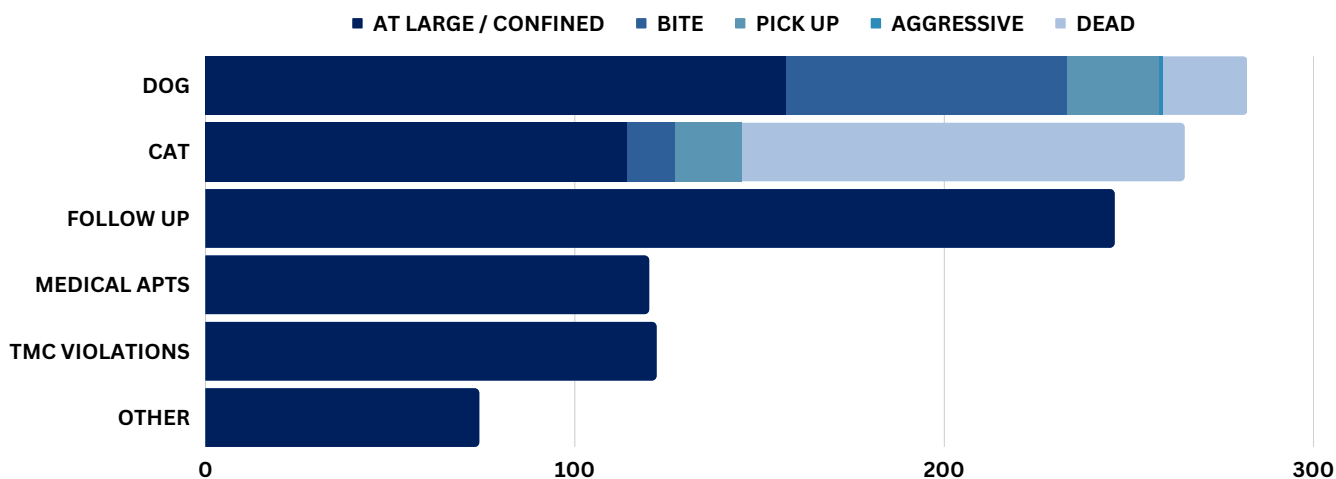
The shelter impounded 521 dogs and 249 cats in 2022. Live return rates for dogs was 79% and 75% for cats! The City’s website, Facebook, 24 PetConnect and Instagram sites continue to be instrumental in reuniting pets with their owners and offering valuable information to the community about animal related topics.

In the year 2020 Animal Services was awarded \$7,500 to expand efforts to offer low or no cost spay and neuter programs to Turlock residents. The Animal Services Unit was able to help throughout 2020, 2021, and continue to help in 2022. Since 2020, Turlock residents have been provided with 150 dog vouchers and 100 cat vouchers through this program.

The vouchers for dogs included a one-year license, microchip, rabies vaccine and spay or neuter, valued at \$50. The vouchers for the cats include a microchip and spay or neuter, valued at \$25.

Most of the vouchers for cats were expensed through the Trap Neuter and Release (TNR) program. Since feral cats cannot be adopted out of the shelter, the cats are humanely trapped by residents or animal services officers, spayed or neutered and then released back to the location where they were originally located. The goal of this program is to lower the population of feral cats in our community.

1,219 INCIDENTS GENERATED



Without vouchers, the resident who trapped the cat or the City would be responsible for the cost to spay or neuter the animal. Most cats entering the shelter were either kittens or newborns. Both are not old enough to be eligible for the Trap Neuter Release program.

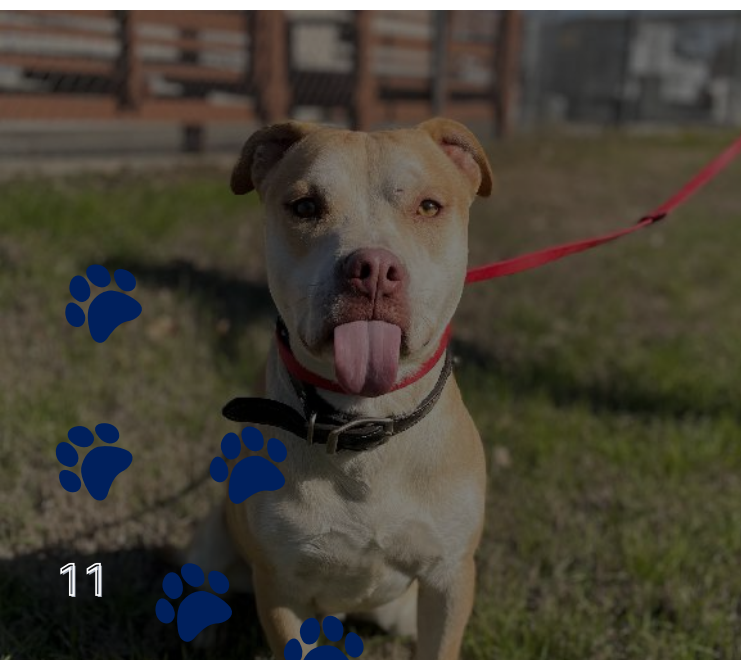
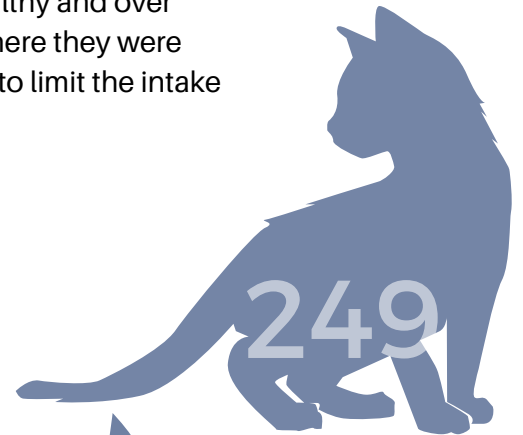
In June of 2022, the shelter was awarded an additional \$5,000 grant to help with spay and neutering of either dogs or cats. In August of 2022, the shelter was awarded another \$20,000 grant for trap, neuter, and release program for the shelter to use for the feral and community cats. All cats that were brought into the shelter that were healthy and over eight-week-old were spay or neutered and returned to the location of where they were trapped. Due to staffing challenges and veterinary scheduling, staff had to limit the intake of the feral cats to maintain the parameters for the program.

As of December 31, 2020, the shelter spayed or neutered 21 cats in Turlock. In the year 2021 the program has continued and the shelter has spayed or neutered 256 cats through the TNR program. This year 2022, the shelter has spayed or neutered 125 cats through the TNR program and will be continuing the program for the next year.

The community continues to support the Animal Services' efforts through various donations, food, and treats for the animals.

Various food drives from rescue groups, various feed stores, and individuals that have donated shelter supplies, dog or cat food, and toys for the animals throughout the year.

The shelter also received numerous monetary donations that have been utilized to provide the animals adequate care and enrichment during their stay at the Turlock Animal Shelter.



The Turlock Police Department Code Enforcement Unit is dedicated to working in partnership with the residents of Turlock to promote and maintain a safe and desirable living and working environment. The Code Enforcement Unit enforces ordinances within the Turlock Municipal Code to cultivate and improve the quality of life within the City of Turlock.

In June of 2022, the Code Enforcement Unit joined Turlock Police Department Field Operations Division with one Code Enforcement Officer and one Code Enforcement Technician. Previously, the unit was known as Neighborhood Services and was under the direction of the Fire Department. In August, the unit gained a Staff Services Assistant and a Supervisor.

During 2022, Code Enforcement handled 4083 total complaints and completed 914 inspections. We opened the following cases: 326 for tall weeds and/or grass, 121 for refuse and/or personal property, 39 for graffiti, 92 for inoperable vehicles, 9 vehicles illegally parked on grass, 19 recreational vehicles either illegally parked or being lived in, and 606 abandoned vehicles both on public and private property. Code Enforcement also handled 2,881 phone calls, 677 letters, 1,748 emails, and processed 192 no trespassing letters from property owners.

Finally, in conjunction with the Neighborhood Preservation Officer and Municipal Workers, Code Enforcement assisted with removing 299,770 pounds of refuse from parks and other public property to reduce the impact of the Unsheltered Homeless population.



326
TALL WEEDS



2,881
PHONE CALLS



121
REFUSE OR
PROPERTY



677
LETTERS



39
GRAFFITI



1,749
EMAILS



726
VEHICLES OR
TRAILERS



192
NO TRESPASS
LETTERS



CRIME PREVENTION UNIT

The Crime Prevention Unit is responsible for coordinating programs and events to build community partnerships, target crime and respond to quality of life issues. For most of the year, the unit consisted of a Sergeant, a Neighborhood Resource (NRO), two School Resource Officers (SROs) and the volunteer programs. The Crime Prevention Specialist position was vacant for several months. Due to the absence, assistance from other staff members and volunteers played vital roles in this year's success.

During the 2022 year, there was a rise in the number of rapes and catalytic converter thefts. The Crime Prevention Unit coordinated four Rape Aggression Defense (RAD) courses and three Catalytic Converter Theft Prevention events. Over 50 women completed the RAD course and more than 100 vehicles came to get their catalytic converter etched!

The Sergeant and NRO worked closely with the Code Enforcement Unit and the Community Assistance Response Engagement (CARE) Team to provide to provide resources and enforcement. They also collaborated with several community members, city officials, business owners and outside agencies to remove large amounts of refuse and personal property from hundreds of locations in Turlock.

WATCH LOCATIONS

One of the primary goals of the Crime Prevention Unit is to increase safety around neighborhoods, businesses and schools. Watch locations can develop a strong sense of community and build neighborhood spirit. Through the watch programs, citizens are empowered to watch out for and address suspicious behavior before it turns criminal. A successful watch group builds partnerships with law enforcement, local organizations and ensures that information is actively shared between members. There are 72+ watch locations in Turlock that date back to the 1980's.

CRIME STOPPERS

Stanislaus Area Crime Stoppers is a program that allows citizens to submit anonymous tips or information for a chance to receive cash rewards. This program led to three suspects being identified during the 2022 year.

Help prevent cold cases by following the Turlock Police Department and Crime Stoppers on social media. Tips can be submitted by calling (209) 521-4636, going online to www.stancrimetips.org or downloading the P3 app. If your tip leads to an arrest or positive identification, you will be eligible to receive rewards of up to \$1,000.





NATIONAL NIGHT OUT (NNO)

National Night Out (NNO) has been centered around building community partnerships and fostering safe neighborhoods. This national event is the perfect opportunity to join with neighbors and other community members to protect your neighborhood. On Tuesday, August 2, 2022, dozens of police, fire and city officials visited 24 different neighborhoods in Turlock.

RAPE AGGRESSION DEFENSE (RAD)

The Rape Aggression Defense (RAD) course is a twelve-hour, self-defense course taught over a two-week period for women around 13 years or older. Between the Turlock Police Department and the CSUS Police Department, four courses were scheduled in the 2022 year. Over 50 women were able to learn assertiveness, awareness, risk recognition, risk reduction, avoidance and physical defense strategies. The Turlock Police Department currently has two certified instructors to teach the course.



OPERATION BLUE SANTA (OBS)



The mission of this event is to work with the community to assist local families who need help the most during the holiday season, while providing safety tips to all! Families are referred to Blue Santa by school officials, officers and other qualified sources. Each family is contacted to find out the children's individual wish lists. This year, Blue Santa and officers were able to identify and assist 21 families, which totaled to over 63 Turlock children! Personalized gift boxes were hand delivered to 53 of the children. These boxes were full of warm clothing, hygiene items, pillows, blankets, backpacks, shoes, toys and more. All of our families were fully sponsored out this year, thanks to the generosity of community members and the department's own staff. Blue Santa also received numerous toy donations from the community which will be great for next year's event!

OTHER EVENTS & PROGRAMS

- Child Passenger Safety Inspections
- Community Academy
- Camera Registration
- Catalytic Converter Theft Prevention Event
- Youth Academy

SWAT

FOR MORE INFORMATION

The Crime Prevention Unit
(209)656-3153

SCHOOL RESOURCE OFFICER (SRO)

The School Resource Officer (SRO) program consists of two Police Officers responsible for providing high visibility law enforcement presence and crime prevention at Turlock High School and Pitman High School. They work closely with school administrators in order to foster a safe learning environment for students and staff. SRO's play a crucial role in developing a positive relationship between Police Officers and the Turlock youth.

The SRO program was developed in order to build a relationship among students and Police Officers based on a foundation of trust. The program was designed not only for the benefit of the students to understand the role of police officers, but to also benefit police officers as a reminder that we were all once kids too.

SRO's are tasked with providing school safety, mentoring, role modeling, and participation in school functions such as after school sports, assemblies and special events. They are tasked with organizing the annual Every 15 Minutes program that exposes students, staff and parents to the realities and life changing events caused by drunk driving. SRO's typically stay out of school discipline issues but provide education and mentoring as an alternative to dealing with criminal complaints.



SRO John Paul Beech is in his first year as the SRO of Pitman High School. He has adjusted well to his new assignment and begun forming relationships with students and staff. SRO Beech has participated in school rallies and other school activities, to include dressing up as Blue Santa at the PHS holiday rally. He connects well with students, staff and parents while resolving issues and building trust. SRO Beech is very personable and approachable. He is a great fit for Pitman High School and the SRO position for the next four years.

SRO Jessica Clark is assigned to Turlock High School. She has been able to form relationships with staff members and students. Throughout the past year, she has spoken to classes about law enforcement, mentored students, participated in countywide SRO meetings, provided assistance at various sporting events, and participated in rallies and lunchtime activities. In addition to regularly patrolling campus, SRO Clark has assisted school staff in conducting home visits for students struggling with truancy issues, assisted staff with investigations, and attended school board meetings. She has followed up on tips from staff and students in regards to bullying, safety issues, substance abuse, and other various issues. She has conducted criminal investigations and made arrests when appropriate.

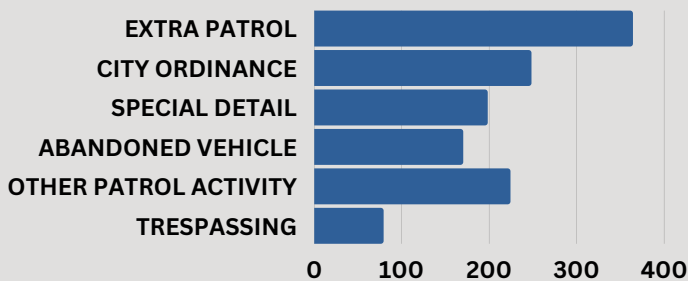


NEIGHBORHOOD RESOURCE OFFICER (NRO)

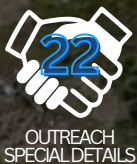
The Neighborhood Resource Officer (NRO) is assigned to the Crime Prevention Unit and acts as a liaison between Turlock Police Department, the community and a variety of city and county agencies. The NRO builds and maintains partnerships, identifies community issues, concerns and crime trends which cause quality of life and livability issues.

Currently, there is only one Neighborhood Resource Officer, and he spends the majority of his time addressing homeless issues and working closely with the Code Enforcement Unit. The NRO is well connected with local non-profits, homeless shelters and county resources to provide that resource to the homeless community he encounters. The goal is to fully staff the Neighborhood Resource Officer program to three officers once staffing allows.

RESPONDED TO 1,283 INCIDENTS



COMMUNITY ASSISTANCE RESPONSE ENGAGEMENT (CARE)



OUTREACH
SPECIAL DETAILS



HOURS



CONTACTS

The CARE Team is a homeless engagement multi-disciplinary team. It is a collateral duty for Turlock Police Officers who express an interest in working with the homeless, and are assigned to the team. The CARE Team officers stay connected with local and county resources. Their primary purpose in contacting the homeless is to offer these resources and connect them to the resources. In 2022, 4 officers went out on 22 separate days and dedicated 213 hours to offer resources to 253 unhoused persons.

Completing foot patrols in dense areas to offer assistance to those that want to learn about a path to success. Frequent services offered include mental health assistance, drug abuse assistance, shelter or employment assistance. The CARE Team is supervised by the Crime Prevention Sergeant. The CARE Team works closely with the Neighborhood Resource Officer to best address homeless individuals and issues in the community.

VOLUNTEERS IN POLICE SERVICE (VIPS)

The Volunteers In Police Services (VIPS) program provides support and resources for the Turlock Police Department and consists of community members who wish to volunteer their time and skills with a community law enforcement agency. Our Volunteer program consists of both in-house Volunteers and Patrol Volunteers. This allows our Volunteers to utilize their skills and experience in a way that will best serve the community.

VIPS assist with several annual events, including the Stanislaus County Fair, the Annual Downtown Christmas Parade, the Modesto A's Swap Meet, National Night Out, Open House, Blue Santa, and Safety Fairs. VIPS are also proud to represent the Turlock Police Department in community events such as Wreaths Across America, the 9/11 Remembrance Ceremony and the Annual Peace Officer's Memorial.

Volunteers are genuinely dedicated to assisting the police department and community of Turlock. The VIPS program continues to provide helping hands through in-house work at the police department, and extra eyes and ears on patrol. In addition to regular patrol duties, VIPS also respond to emergency call-outs during all hours of the day and night for traffic control and scene security. Their dedication frees up patrol officers to respond to incoming calls for service. Monthly meetings provide ongoing training for the Volunteers. During meetings, VIPS receive updates and training in a variety of law enforcement topics and sign up for upcoming events. We currently have 10 VIPS and are looking to increase that number in 2023.

EXPLORER PROGRAM - POST 900

The Explorer Program - Post 900 is designed for service-oriented young men and women, ages fourteen through twenty-one, who have an interest in law enforcement. The program serves as a gateway into the law enforcement profession and is designed to promote leadership, character development, respect, physical fitness, good citizenship and teamwork. Turlock Police Explorers wear a uniform and insignia, identifying them as part of the department. Only the highest standard of conduct is acceptable. This conduct extends beyond Explorer duties and into their school and personal life.



Explorers attend bi-weekly meetings, experience law enforcement training, participate in ride-a-longs, attend community events and complete in competitions.

Turlock Police Explorers participated in multiple community events throughout the year including the National Night Out, Homecoming Parade, Christmas Parade and the Blue Santa Program.

In 2022, Turlock Police Explorers participated in the 10th Annual Central Valley Explorer Competition in Tracy. They received a second place award and third place on the obstacle course!

Most uniformed police officers that are seen driving around Turlock are working patrol shifts. They have the responsibility of responding to the most dangerous and potentially life-threatening calls for service. Dispatchers receive calls from citizens or requests from outside agencies and dispatch officers to area by their priority and location. Immediate threats to life, such as weapons calls, suicide or major injury traffic accidents are at the highest priority and officers frequently use their lights and sirens to quickly respond to the area.



Each team of patrol officers include a Sergeant or Officer in Command (OIC) and four to six officers who work eight-hour shifts to provide 24/7 watch over the city. Each patrol officer is assigned a Patrol Beat in the City to handle any incoming call in that area. Officers in different beats frequently assist each other, and most high priority calls require at least two officers to respond.



PATROL BEATS

There are five large geographic areas within the city that have been defined to split the workload of each boundary equally. Population, number or type of businesses and historical information is used to analyze and modify the boundaries.

COMMUNITY SERVICE OFFICER (CSO)

Community Service Officers are non-sworn personnel that assist patrol officers by handling non-priority preliminary investigations, traffic control, as well as being a presence on the street able to report events directly to dispatch and police officers. Similarly, our Volunteers in Police Service (VIPS), Cadets and Explorers are also frequently used to provide extra patrol or attend community events.



How do I become an officer?

- 1 Police Officer Trainee: Apply to get paid while you attend the academy
- 2 Police Officer: Apply after you attend and complete a POST certified academy
- 3 Lateral Transfer: Apply after you have been employed with a different law enforcement agency POST certified academy

K-9 UNIT - ACE & BRAVO

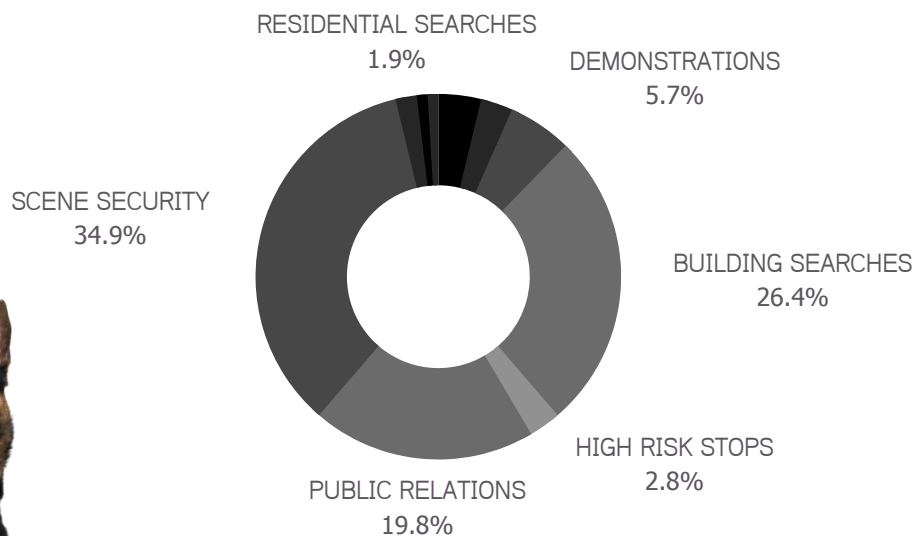
In 2016, the Turlock Police Department restored its K9 Unit. Since that time, the unit consisted of up to three teams. Last year, the department retired one of the K9 teams leaving the unit with two active teams.

Through 2022, the Turlock Police Department's K9 Unit included Officer Marco Diaz and his partner Ace and Officer Donna Anthieny with her partner Bravo. Both handlers attended an extensive five-week training course in order to obtain their certification in apprehension work. Upon completion, these two canine teams began responding to calls for service. Those types of calls range from searching buildings for suspects, tracking and scene security just to name a few. Our unit will also assist surrounding agencies if we receive a request for assistance.

The K9 teams train at least twice a month for a minimum of 16 hours to maintain their certification. They train with members of the Stanislaus County Sheriff's Department, the Ceres Police department, the Newman Police Department and the Sonora Police Department. This keeps our training up to date with the industry standards and allows us to network with neighboring agencies.



UTILIZED IN 106 INCIDENTS



K9 Ace is an 4 year-old male, sable Belgian Malinois from the Czech Republic. K9 Ace is partnered with Field Training Officer Marco Diaz who has been a police officer for eight years.

Unfortunately, late in the year, the K9 Unit suffered a huge loss. On December 21, 2022, Bravo unexpectedly passed away while at home after suffering an acute medical emergency. With the passing of Bravo this temporarily leaves the unit with one active team.

Even though 2022 ended on a sad note, our K9s and handlers participated in a wide variety of community events through the year. Those included school visits, National Night Out and the police department’s open house. The K9 teams demonstrated their abilities and mingled with members of the community during these events.



K9 Bravo was a four year- old, male, tan/black Belgian Malinos from the Czech Republic. K9 Bravo was partnered with Officer Donna Anthieny who has been an officer for five years.

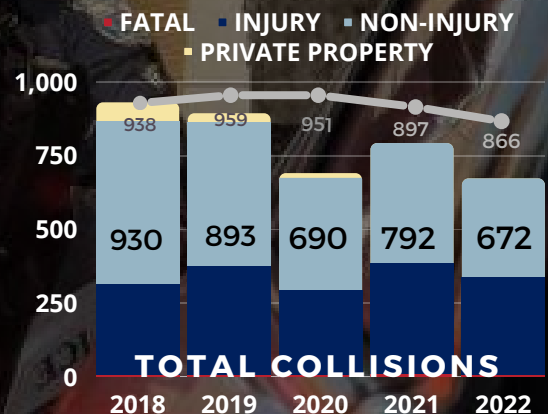
TRAFFIC SAFETY UNIT

In late 2021, the Turlock Police Department Traffic Safety Unit was the recipient of a Selective Traffic Enforcement Program (STEP) grant from the California Office of Traffic Safety. This grant provided funding for enforcement operations through September of 2022. Beginning in October of 2022, the Traffic Safety Unit was the recipient of another STEP grant which provided funding for the next federal fiscal year. The grant allowed the department to be able to conduct directed enforcement, including the following operations:

- DUI / Driver’s License Checkpoints
- DUI Saturation Patrols
- General Traffic Enforcement
- Distracted Driving Enforcement
- Motorcycle Safety
- Pedestrian and Bicycle Safety

Additionally, the grant provided funding to send officers to advanced training and to purchase PAS alcohol screening devices.

In 2022, the Traffic Safety Unit worked to enhance the public’s safety upon the roadways of Turlock. Regular education and enforcement of the top collision causing traffic violations, in conjunction with placing radar and message board trailers throughout the community was utilized to work towards our objective. The unit is comprised of two officers and one sergeant who worked together to ensure the roadways of Turlock are as safe as they can be.





As an additional resource, the unit participated in the County Integrated Traffic Enforcement (CITE) team. The team consists of officers from seven agencies throughout Stanislaus County. As a team, the units would meet in the various jurisdictions in an effort to combat any specific traffic violation concern the local jurisdiction was facing. Working with our partner agencies was a benefit for the City of Turlock, as well as Stanislaus County as a whole.

This year, the Traffic Safety Unit was also actively involved in numerous community events during the year.



COMPARED TO 2021

UNMANNED AERIAL SYSTEMS (UAS) UNIT



The Turlock Police Department Unmanned Aerial Systems (UAS) unit made great advancements during the 2022 year. The unit was newly established in 2021 and by the beginning of 2022, the seven original members completed their Part 107 UAS pilot licensing through the Federal Aviation Administration. The unit is continuing to develop itself so it can provide the best possible service to our community.

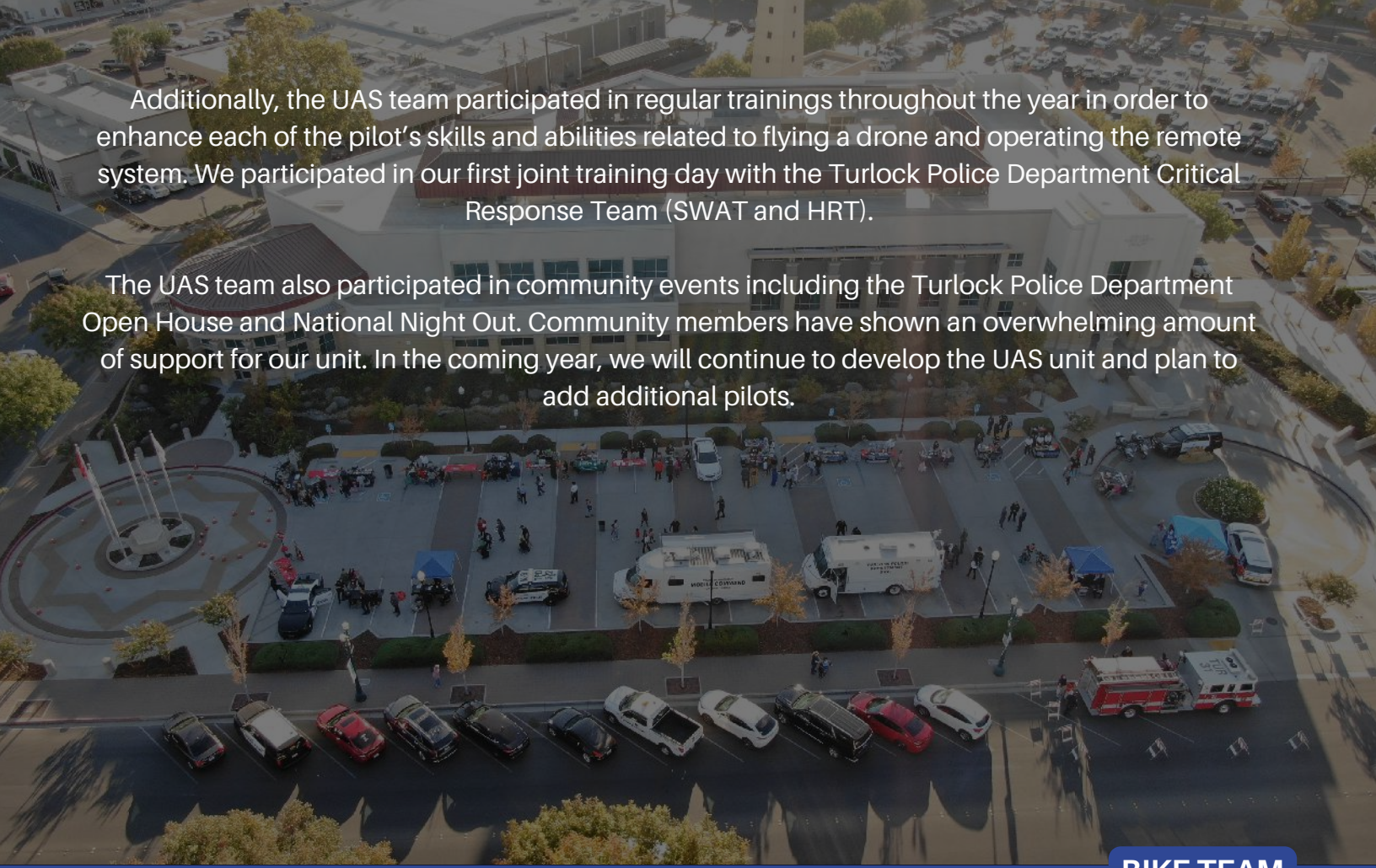
This year, the UAS unit began deploying the Turlock Police Department's drones in an effort to aid officers and investigators in various incidents, as an additional tool to keep everyone involved in each incident safe. The drones provide an ability to see an incident from a different perspective and an ability to relay important information to officers on the ground.

The UAS team had 28 deployments of a drone during the 2022 year.



Additionally, the UAS team participated in regular trainings throughout the year in order to enhance each of the pilot's skills and abilities related to flying a drone and operating the remote system. We participated in our first joint training day with the Turlock Police Department Critical Response Team (SWAT and HRT).

The UAS team also participated in community events including the Turlock Police Department Open House and National Night Out. Community members have shown an overwhelming amount of support for our unit. In the coming year, we will continue to develop the UAS unit and plan to add additional pilots.



BIKE TEAM

The Turlock Police Department Bike Patrol team consists of six officers and is performed on a collateral duty basis. This staff is deployed for special events such as parades, farmers markets and large outdoor gatherings. Officers receive specialized training for this assignment and are required to maintain excellent physical fitness. The bike team has the ability to quickly respond to incidents in environments where vehicle traffic is congested or impractical.

The Bike Team is also responsible for bicycle safety demonstrations, also known as Bike Rodeos. These events can be requested by organizations or members of the public to educate children and parents on bicycle safety and applicable laws. Children can also get their helmets fitted and bicycles inspected for safety issues. Turlock Police Department recently overhauled all of their bike equipment including new bicycles and gear. We are looking forward to many opportunities in 2023 to utilize the bike team in new and innovative ways to enhance police services.



SPECIAL WEAPONS AND TACTICS (SWAT) TEAM



The Special Weapons and Tactics (SWAT) Team consists of officers with specialized training and experience along with certified instructors in a variety of law enforcement topics such as firearms, active shooter response for law enforcement, defensive tactics, less lethal, tasers, ballistic shield, breaching, and tactical communications to name a few.

The team consists of two Team Leaders, Sniper Elements, Scout Observers, Breachers, and two Tactical Emergency Medical Services (TEMS) medics from Turlock Fire Department. The team trains on tactics and marksmanship and is capable of missions related to hostage rescue, dignitary protection, barricaded subjects, unmarked surveillance, vehicle take downs, and more. The S.W.A.T. Team and Snipers train monthly and logged approximately 1,980 hours of training time.

HIGHLIGHTS OF 2022

- Team Leader Promoted to CRT Commander
- Six operations which included emergency callouts and planned events
- One call out for high risk search/arrest warrant for a homicide suspect.
- Three new officers assigned to the SWAT team
- Training with allied agency SWAT Teams

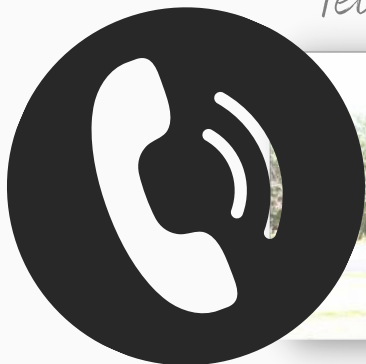
HOSTAGE NEGOTIATION TEAM (HNT)

HNT consists of two team leaders, nine members and three new members who were added this year. Members are specifically selected, trained and equipped to assist in the peaceful resolution of critical incidents by means of communication and negotiation. Most of the training is through the California Association of Hostage Negotiators (CAHN). They also frequently train with SWAT and patrol personnel to operate seamlessly together when they are called to assist.

HIGHLIGHTS OF 2022

- The three new members added to the team completed the Basic Hostage Negotiation Course.
- Members complete 36 hours of in-house training involving equipment, case studies and scenario driven training
- Eight hours of joint training with the SWAT.
- HNT was deployed to assist patrol on two incidents
- HNT was deployed six (6) times for pre-planned operations with the SWAT
- Two members were sent to the annual CAHN, a conference in southern California where they received thirty-five (35) hours of advanced training.
- One team member was sent to team leader school.
- Eight members attended regional training courses hosted by CAHN

"Tell me how we can help resolve this problem..."





The Turlock Chaplaincy traces its roots to the times when the Turlock Police Department only had one chaplain covering all calls for service, then the program quickly grew to eight in 1996. In 1999, The Turlock Chaplaincy formed a non-profit organization to better serve the Turlock Police Department. Over the years, the Chaplaincy developed to also provide services to the Turlock Fire Department, California State University at Stanislaus Police Department, and the Turlock Unified School District.

As a non-profit, the organization serves under a board of directors. Members include Bret Sutterly, Dan Steckman, Ken Fitzgerald, Tim Withort, Kalie Steckman, Jim Parker, Renate Staley, Vance Kelley, Jonathan Carlson and Matt Cotton. Currently, the chaplaincy has seven active chaplains: Bob Reichert, Jose Perez, Glorybelle Lillie, Joy and Jody Robertson, Kim Castro and David Williams serves as the executive director and senior chaplain. Martin Gwasira, Rachel Kasamani and Gerry Grossman concluded their service with the chaplaincy in 2022, and there is currently one candidate for the chaplaincy in background.

The chaplains maintain a call out schedule and respond to calls for service anytime, day or night, for the week they are on call. Most of the requests originate from Turlock Police or Turlock Fire Departments. Chaplains are also requested to conduct funerals, other pastoral services and address the emotional impact events have on public safety employees.

Chaplains assisted officers during 70 calls for service in 2022 year. Some of the calls for service included 23 in-home deaths, 6 suicides, 4 homicides, 3 overdoses and 1 drowning. Every situation varies with what is required and can change within seconds. The chaplains must assess the needs of those affected, determine if they need additional chaplains, assist in explaining what will be happening and help with decision making when requested. The chaplains respond to provide comfort and companionship to those dealing with the death of a loved one. They will stay on scene as long as the survivors prefer. Typically, that is until the funeral home arrives. The chaplain on scene will frequently offer to pray with the family before the funeral home leaves.



Chaplains respond to 18 structure fires this past year. The emotional nature of many of the calls requires chaplains to maintain emotional and spiritual health. They are supported by the director and the board of directors. The departments being assisted also look out for the chaplains.

Employee injuries, losses and traumatic incidents are some of the incidents that Chaplains have been trained to assist personnel with. When employees have been in significant danger or have worked the death of a child, stress debriefings are sometimes conducted. During the 2022 year, only one of these briefings was coordinated. Any conversation between a chaplain and the employee are regarded as private and confidential. Most of the training chaplains received in order to facilitate these conversations, is obtained through a Chaplains Academy and they also become certified in Critical Incident Stress Management.

A few years ago, the chaplaincy was asked to provide supportive services to the school district. In response, the character coach program was formed where adult volunteers go to various school campuses and offer support to students going through a hard time. The Treehouse Club is an outgrowth of this effort and offers six-week small group sessions on various school campuses helping students deal with a variety of losses.

The chaplaincy functions off the donations from the general public and as a 501(c)(3), maintains a regular accounting of those funds used for administration, automotive costs, insurances, training and uniforms. A couple dozen city employees designate the chaplaincy as one of their payroll deductions, which is greatly appreciated.

HONOR GUARD

The department's Honor Guard is composed of Police Officers who represent the department in ceremonies and memorials on a collateral duty assignment basis. Honor Guard Officers are selected based on their motivation and exceptional high standards of professionalism, commitment, conduct, and appearance. Additional skills required may include dexterity, precision, marching, prior military experience, and the ability to stand at attention for extended periods of time.

The Honor Guard is supervised by Sergeant Dominic Hernandez. Currently, the Honor Guard has four members on the team, three of the members were newly appointed.



As a result of staffing, Honor Guard's participation in community events was vastly reduced in 2022, however, with new members on the team the Honor Guard will resume training and will take part in more ceremonies, memorials and community events.

The Special Operations Division is under the command of Captain Steve Rodrigues. The division consists of the Investigations Unit, Special Investigations Unit (SIU), Professional Standards Unit and Property & Evidence Unit. There is also a Crime & Community Information Analyst and Staff Services Assistant. The department's social media is run through this division as well. We have increased our social media presence tremendously over this past year and it's a great way for the public to receive information firsthand from the department. I encourage everyone who is on social media to follow us on TikTok, Facebook, Instagram, and Twitter.

During 2022, staffing levels within all the units were strained with several staff members taking on additional duties. Fortunately, the department actively recruited for several key positions that were, and continued to be, filled with qualified applicants. Through the year, the division has welcomed a new Detective Sergeant, two new rotational detectives and a Crime & Community Information Analyst. The division will also have a new Lieutenant early in the year next year. At the end of the year, a permanent detective with a wealth of knowledge and decades of experience retired. The department has been actively recruiting for the positions and it should also be filled early next year.

All of the units and individuals within the Special Operations Division do outstanding work no matter what their responsibility is within the division. They all work together seamlessly to accomplish any goal at hand. Many of these individuals get called out in the middle of the night to take on large-scale, high-priority investigations such as homicides and aggravated assaults, just to name a few.

I am proud to have served as a captain within the Special Operations Division as I know they all take great pride in themselves and the work that they produce day in and day out.

"All of the units and individuals within the Special Operations Division do outstanding work no matter what their responsibility is within the division."





The Turlock Police Department Investigations Unit is currently comprised of eight (8) Detectives and a Sergeant assigned to supervise the unit. In addition, the Special Operations has a Staff Services Assistant and Crime and Community Information Analyst who are vital to not only day-to-day operations but provide analytical research relevant to detective’s cases.

Of the eight (8) Detectives, four (4) are Police Officers assigned to the unit for four (4) years as Special Assignments and four (4) are Detectives who promoted to the rank of Police Detective. The four (4) Police Detectives are permanent and remain part of the Unit.

Although relatively small compared to Field Operations Division, these eight (8) Detectives carry caseloads ranging from property crimes such as larceny and burglary to crimes against person such as sexual assaults and homicide. The varying types of investigations handled by Special Operations Investigators can be broken down into four general categories. These categories are: Crimes Against Persons, Crimes Against Children, Financial Crimes and Property Crimes. In addition to these general caseloads, each Detective is “on-call” a week at a time once every eight weeks. On Call Detectives are available 24-7 in order to provide uninterrupted investigative services.



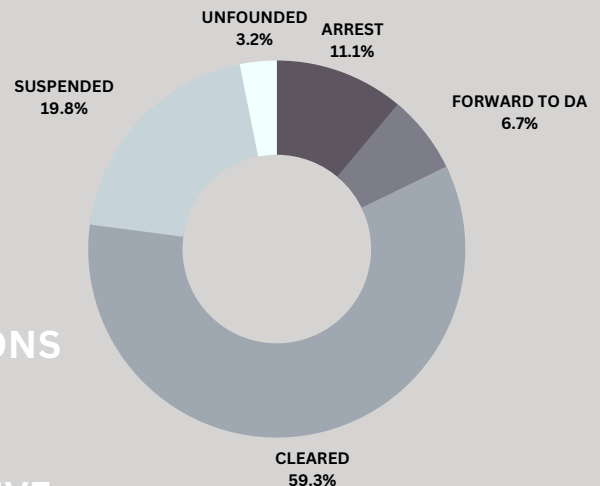
231
CASES
ASSIGNED



5 HOMICIDE
INVESTIGATIONS

2 CLOSED BY
ARREST

3 REMAIN ACTIVE



192
CASES
CLOSED





HIGH TECH CRIMES

Several of the Detectives have received advanced training in areas of specialized expertise such as High-Tech computer crimes investigation, crime scene investigation, arson investigation, and interview and interrogation. The Investigations Unit will also investigate crimes which require expertise and resources beyond the capacity of the patrol officer(s) who initially started the case. The Investigations Unit also conduct specialized investigations such as criminal investigations of officer involved shootings or internet crimes against children to include child exploitation and online predators. Detectives work closely with allied law enforcement agencies, the Stanislaus County District Attorney's Office and community service agencies at the county, state, and federal levels.

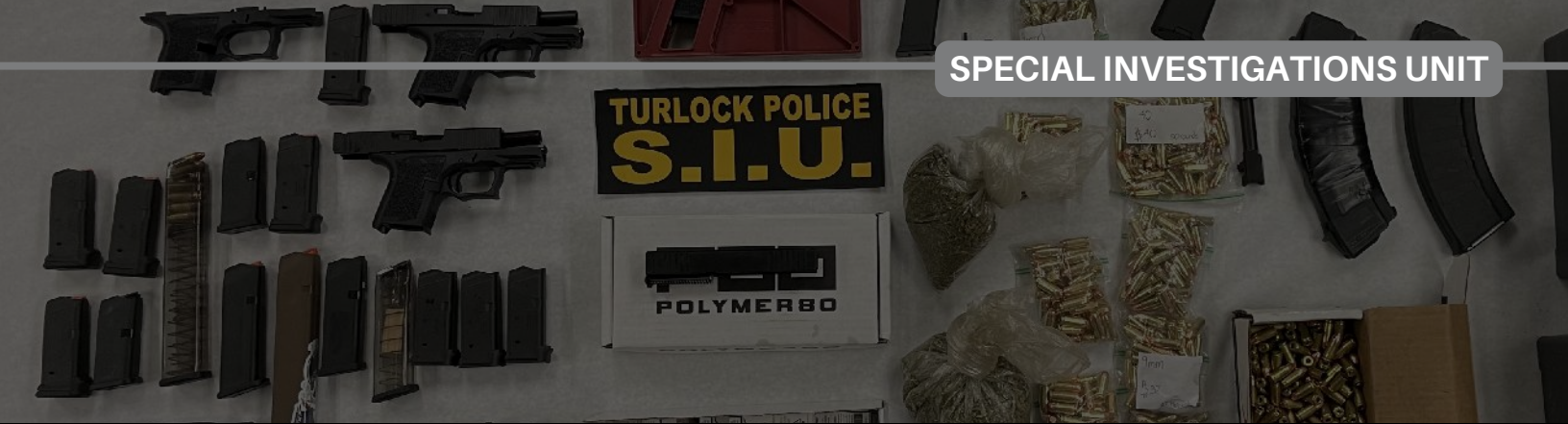
The Investigations Unit remained focused on serving the community through dedication and commitment on a daily basis by providing public safety services.

CRIME & COMMUNITY INFORMATION ANALYST

The Crime and Community Information Analyst is a hybrid of the duties of a traditional Crime Analyst and community outreach. The Analyst is responsible for analytical evaluation of crime patterns, crime mapping and special projects for the Chief of Police. The analyst will also assist detectives and police officers with their investigations. This usually involves navigating several different systems to gather intelligence and reaching out to various local agencies, in other states nationwide or sometimes in other countries.

In 2022, numerous officer safety bulletins, crime alert bulletins, and statistical reports were created. The primary responsibility of this position is to create reports that can be used to show crime rates, service demands to help guide the department's strategies and responses to better serve the community of Turlock.





Over the course of this year the Special Investigations Unit (SIU) had several different and some new responsibilities and assignments. Our efforts in addressing our department’s response to illegal narcotics sales, gang crimes, and human trafficking, continued. In addition to these duties SIU was redeployed to primarily conduct proactive patrol activities. The need of the department during this 6-month period allowed for our unit to work alongside the patrol operations division while assisting them with their investigations and providing additional personnel support.

Part of this year, SIU’s primary focus was to disrupt, and suppress the illegal activities of those involved in illegal narcotic sales, gang crimes, and human trafficking in a covert and undercover manner. Other areas of focus included fugitive and wanted person(s) apprehensions, and high-risk operations.



This year SIU became involved with the ATF’s National Integrated Ballistic Information Network (NIBIN). SIU worked extensively to get this program started. SIU developed procedures for entering backlogged and current ballistics into the national system. SIU, ATF, and partnering agencies have been working to ensure every incident involving firearms are thoroughly investigated using the new NIBIN resource.

As with previous years, SIU works in collaboration with patrol officers, detectives, and other outside agency personnel. These relationships are a contributor to what makes SIU effective and successful. Over the course of this year SIU located and arrested 3 subjects for homicide, completed 3 gang enhancement investigations, and recovered approximately 30 firearms.



ARRESTS



FIREARMS
RECOVERED



SEARCH
WARANTS

There are two full-time Property & Evidence Specialists who staff the Turlock Police Department evidence room.

The Property & Evidence Specialists assigned to this unit serve as the evidence custodians, receiving, documenting and storing all evidence while observing rules, laws and regulations pertaining to the chain of custody. They are also responsible for coordinating and facilitating testing of evidence items at the lab as needed, securing and overseeing all evidence, safekeeping and found property and releasing to owner when applicable or disposing of in accordance with the law once it is no longer necessary to be held. The Property & Evidence Specialists diligently research case dispositions to keep the evidence room inventory current and manageable.

The Property & Evidence Specialists coordinate disposal services for specialty items such as electronic waste and biohazard through third-party agencies, other items through waste disposal, donation and auction when safe to do so. These items are not weighed and vary in quantity.

Dangerous items such as guns, drugs and prescription drugs and evidence items unsafe to throw away are burned at a designated disposal facility. In 2022 we burned a total of 920 pounds of guns and drugs, 800 pounds of prescription drugs, and 1,540 pounds of general evidence confidential in nature or unsafe to dispose of elsewhere.

Property is released by appointment. To make an appointment, contact the Property and Evidence Unit at (209) 668-5550 ext. 6655.

528

**CALL GENERATED
BY OFFICERS TO
BOOK EVIDENCE**



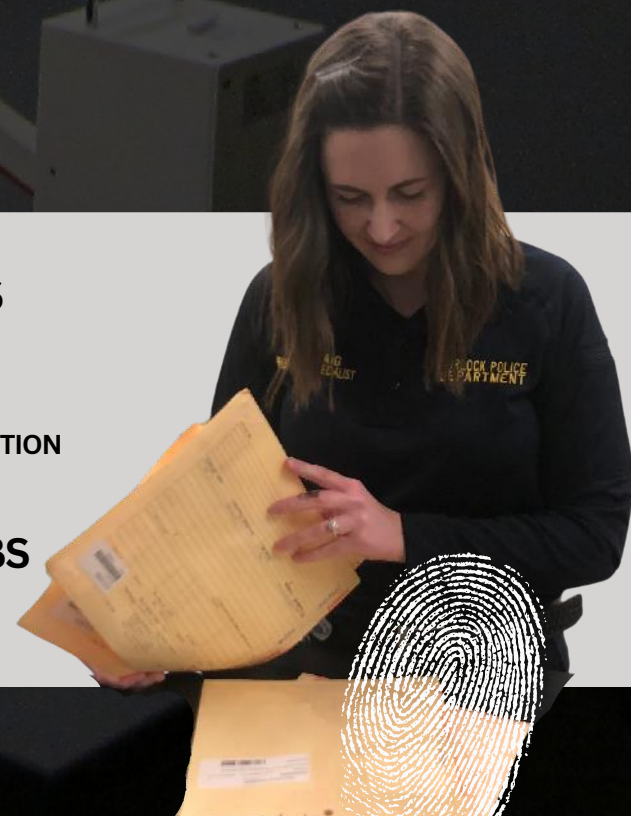
**920 LBS
OF GUNS**



**800 LBS
OF PRESCRIPTION
DRUGS**



**1,540 LBS
OF GENERAL
EVIDENCE**





A newly created Public Affairs Analyst position was established in the reorganization of the City and the position is expected to be filled early next year in 2023. This position includes duties that would greatly assist the Professional Standards Sergeant. Examples include processing permits, press releases, coordinating and scheduling Ride-Alongs, press conferences, on-camera interviews and other Public Information Officer (PIO) duties.

The Sergeant of Professional Standards had many roles in addition to the PIO duties mentioned above. The position maintains and oversees the training plan for all personnel, is an Internal Affairs Investigator, processes various permits and Carry Concealed Weapons (CCW) permits. Due to an increased amount of CCW applications routinely received, a patrol officer has been tasked with this duty on an overtime basis, as needed. The Sergeant is also responsible for keeping statistical records of all high liability incidents involving police pursuits and use of force.

The Sergeant is also responsible for acting as a liaison between various agencies and the department, such as California Alcohol Beverage Control, California Department of Corrections and Rehabilitation, the City's Planning Department and California Commission on Peace Officer and Standards Training (POST). Lastly, the Sergeant is entrusted with providing security and safety at all Turlock City Council meetings.





100
TRAINING COURSES



18
RIDE=ALONGS



18
USE OF FORCE INCIDENTS



43
PRESS RELEASES

TRAINING HOURS

Mandatory and elective trainings are completed in an effort to provide the most up-to-date skills for our personnel. Officers attended 100 training classes which equated to 5,420 hours of enhanced training. This is 13.4% increase in the number of hours completed, when compared to 2021's training hours.

USE OF FORCE

In 2022, there were 8,823 reported incidents. Of those calls for service, 2,591 resulted in arrests. Out of the total number of arrests, there were 18 incidents where force was utilized. This means that use of force incidents occurred .69% out of all arrests made. This statistic demonstrates the high level of importance that the department places on diffusion technique and strategies.

USE OF FORCE



RIDE ALONGS

Due to ongoing COVID concerns, the Ride-Along program remained suspended for the general public. There were 18 applicants and family members who participated in a ride-along during the 2022 year.

PRESS RELEASES

All releasable incidents of public interest are disseminated to the public. In 2022, there were 43 Press Releases published. As a part of the P.I.O.'s duties, the Sergeant works closely with the Special Operations, Staff Services Assistant who maintains all department social media pages to ensure that accurate information is provided to the public in a timely manner.

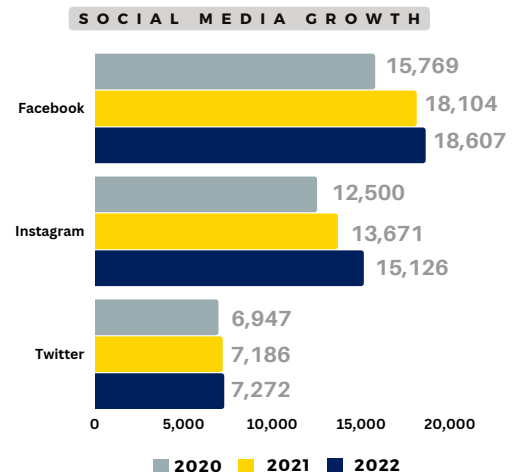
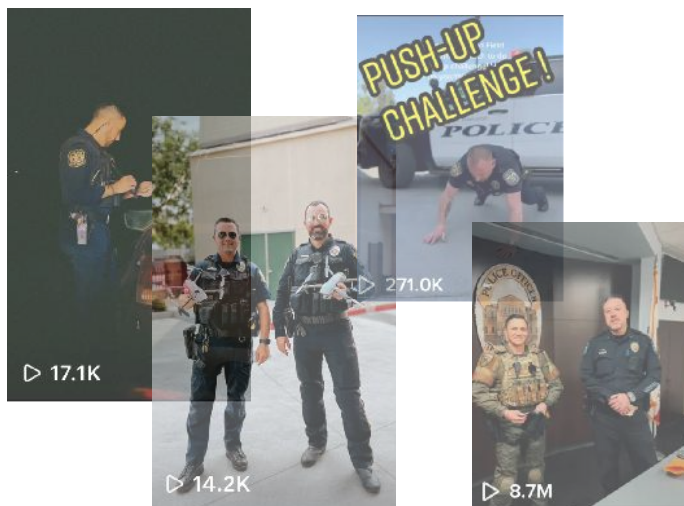




Continuing to utilize the dominance of communication through social media, the Turlock Police Department is dedicated to putting out our message directly to our residents through social media platforms. Providing current data, relational information, and posts that ask the public for their help has continued to prove that social media is the best way to let the Turlock community know what their police department is doing for them on a daily basis.

Whether it is an official Press Release, road closures, emergency information, special events, or even a heart warming story that an officer was involved in, telling our message, first-hand by us, is best accomplished through social media. The department recognizes that residents use different styles of social media. To ensure that the department has the best reach our community, the department uses as many social media platforms as possible.

In 2022, all the department’s social media pages continued to grow, which in return to the department, showed how much the Turlock community supported us. The department’s Facebook page continued to grow, reaching 18,607 followers by the end of the year, an increase of 2.8% since 2022. The department’s Instagram page continues to grow as well, with 15,126 followers to date, an increase of 10.6% since 2022. At the end of the year, we reached 380,620 accounts on Facebook and 127,089 accounts on Instagram! With so much success on social media, the department added TikTok to our list as another form of community outreach. Our newest platform has skyrocketed to 64.9k followers and has over 1.7 million total video likes from a few "viral" videos. We are looking forward to utilizing this platform in educational and fun ways.



The Support Operations Division is under the supervision of Amanda Fortado and comprised of the Communications Unit, Records Unit, Business Unit and Cadet program.

With the addition of the third division came growth within the units and opportunities for non-sworn employees to promote into new positions. After the promotion of Amanda Fortado to Manager, Maria Ruiz, a Police Department employee of fourteen years, promoted to Business Unit Supervisor in September. After several years, the Business Unit added the Public Safety Business Analyst once again, and filled the position in December. This leaves only one vacant part time clerical position in the Business Unit.

As part of the re-organization, the Records Unit converted two part-time positions into one full-time position. Records is comprised of one Records Supervisor, two Senior Records Technicians, five Records Technicians and two part-time clerical positions. All of the full-time vacant positions and one part-time position were filled at the end of 2022, leaving only one vacant part-time clerical position.

The Communications Unit also saw change in 2022 with the re-organization. The position of Public Safety Communications Assistant Supervisor was newly created and Kaitlin Gagliolo was promoted to the position in December. The Communications Unit is allocated seventeen positions including a Public Safety Communications Supervisor, Assistant Supervisor, three Lead Dispatchers and twelve Dispatchers. At the end of 2022, the Communications Unit had four full-time vacancies. We continue to recruit for Dispatch positions and hope to fill vacancies as quickly as possible.

"With the addition of the third division came growth within the units and opportunities for non-sworn employees to promote into new positions."



2022 brought change to the Business Unit. With the implementation of the Support Operations Division, the Business Unit transitioned from the Special Operations Division into the Support Operations Division. In addition to transitioning Divisions, the Business Unit was allocated a Public Safety Business Analyst to assist the Supervisor with the growing workload in the Unit.

Throughout the year, the Business Unit continued to work on a variety of technical and analytical duties pertaining to long range forecasting, preparation, and management of the department's budget. The unit continued to oversee management of all new and existing contracts, as well as prepare and track City Council matters related to the police department. Payroll for the police department is also managed within the Business Unit. This includes preparation and maintenance of payroll reports, auditing, billing related to reimbursements, and providing technical assistance to employee inquiries regarding payroll.

All assignments related to purchasing, accounts payable, filing, and restitution, as well as projects related to surplus of equipment and purging paperwork in compliance with the records retention procedure are also assignments of the Business Unit.

In addition, insurance claims related to property damage for the police department continued to require regular attention and monitoring to ensure adequate acceptance of claims. Additional tasks assigned to the Business Unit and performed by the supervisor included continued responsibility for oversight of the maintenance and operability of the Public Safety Facility, as well as Supervision of the Cadet program.

The Turlock Police Cadets are part-time employees with the police department. The Police Cadet Program is for individuals who are eighteen years or older and who maintain at least six college units while employed. Typically, the Cadet position is a stepping stone for students interested in a career in law enforcement. Several Police Officers began their careers with the Turlock Police Department as Cadets and during 2022, multiple Cadets were selected as Police Officer Trainees during the testing process.



Fun Fact : The two Police Cadets pictured above will be graduating the Stanislaus County Academy class of 189-22 in early 2023. Soon after, they will be sworn-in as Police Officers and begin their Field Training Programs!



The Communications Center's staff works diligently to ensure the safety of the public and Police and Fire field units. In addition to answering emergency, non-emergency, and internal phone lines, Emergency Services Dispatchers are also responsible for keeping track of all events and times related to calls for service. They closely monitor and communicate with Fire units, Patrol units, Sergeants, Lieutenants, Captains, the Police Chief, Detectives, a Special Investigations Unit, Cadets, Explorers, Volunteers in Patrol, Chaplains, Animal Control units, and CSU Stanislaus field units (after hours). This involves closely monitoring multiple radio channels, which includes an emergency radio channel for Public Works employees and the Turlock Unified School District Office. Additionally, they are responsible for monitoring multiple alarm systems and surveillance cameras throughout the Public Safety Facility.

107,750



Dispatchers are responsible for carefully inputting data into the Department of Justice's California Law Enforcement Telecommunications System (CLETS) and/or National Crime Information Center's (NCIC) system, after hours. This includes entering wanted persons, missing persons, restraining orders, and all lost or stolen, firearms, vehicles, and boats, into both systems.

The Turlock Communications Center serves as a Public Safety Answering Point (PSAP). The Communications Unit consists of twelve (12) full-time Emergency Services Dispatchers, three (3) Lead Emergency Services Dispatchers, an Assistant Supervisor and the Public Safety Communications Supervisor. The center is part of the Support Operations Division and is managed by Support Operations Manager, Amanda Fortado.

The mission of the 9-1-1 Communications Center's staff is to provide both emergency and non-emergency Police and Fire services to our community in a professional and expedient manner. Our highly skilled staff works hard to provide the best service possible to residents and visitors within the city of Turlock. They play a pivotal role in the Department's efforts to meet our resident's needs, ensuring resources are deployed rapidly and efficiently.

The Turlock Communications Center is staffed with a minimum of two dispatchers at all times. In 2022, they collectively worked 3,194 hours of overtime in order to provide 24/7 coverage in the Communications Center.

In 2022, the Communications Center received 107,750 incoming telephone calls. This is an 8.8% decrease from 2021, when 117,608 calls were received. 33,304 (an average of 91 per day) were 9-1-1 calls. 9-1-1 funding and oversight is provided by the Governor's Office of Emergency Services (CalOES). Per CalOES standards, 95% of incoming 9-1-1 calls shall be answered within 15 seconds. Throughout the year, the Turlock Communications Center answered 99% of 9-1-1 calls within 15 seconds, well above CalOES standards.

In 2021, Text to 9-1-1 capabilities and the use of the Rapid Deploy system were implemented in the Turlock Communications Center as part of CalOES's Next Generation 9-1-1 project. In 2022, both systems were integrated into one platform instead of two separate systems. Dispatchers can now access a single system to better triangulate a 9-1-1 caller's location and use Text to 9-1-1. These are just two components of CalOES's Next Generation 9-1-1 project. CalOES's Next Generation 9-1-1 project is ongoing and the Turlock Communications Center looks forward to continuing to make changes that will help improve overall efficiency.

In 2022, the Turlock Communications Center implemented a CAD-to-CAD (Computer Aided Dispatch) system with the ambulance company, VRECC (Valley Regional Emergency Communications Center). With CAD-to-CAD, Turlock Dispatchers have the ability to share CAD information with VRECC, while on the phone with callers. Instead of giving VRECC the call information via phone transfer or after the call has ended,

Turlock Dispatchers can share CAD call information as it is being received.

With the push of a button, the CAD information is sent to VRECC, who then dispatches an ambulance to the incident. The same capabilities are available when receiving information from VRECC. VRECC sends CA call information is sent to Turlock's Communication Center for Turlock Fire dispatching services. CAD-to-CAD capabilities connect the two agencies for smarter utilization of resources, greater data accuracy, and faster response times.



The Records Unit is staffed by Supervisor, two Senior Technicians, four Technicians, one part time Clerk and a Cadet. Primary responsibilities of the unit include police report processing, document control and confidentiality within the police department. The Technicians managing the entry, digital imaging, routing, filing and purging of all police reports, preparing and processing all arrest packets needed by the District Attorney and handling documents required by the Department of Justice. Examples include monthly Uniform Crime Reporting (UCR) and Monthly Arrest and Citation Register Reporting (MACR). The unit also processes administrative citations, TMC violation citations, parking citations, accepts several permits necessary to business within the City of Turlock and issues bicycle licenses.

Allied agencies such as other law enforcement agencies, the District Attorney's office and government agencies frequently request police reports. The Records unit also provides local background checks for outside government and law enforcement agencies, as well as processes and produces Subpoena documents. Records technicians also work closely with the Traffic Court by processing all of the city's traffic citations, and are responsible for daily transportation of documents to the District Attorney's office and the Stanislaus County Courts in Modesto. In addition, the Records technicians process repossession calls, bench warrants, emergency protective orders, stolen vehicles, missing persons and much more. This past year the Records Unit started collecting CIBRS information to fulfill the FBI's requirement of collecting more statistical data.

The Unit is also responsible for the front counter lobby area where they are the first point of contact, and a reflection of professionalism and community partnership that Turlock Police Department represents for the citizens that come into the police department. The Records unit assists citizens, insurance companies and attorneys with police report requests, vehicle releases, and also provides help giving information regarding requests that cannot be fulfilled by the Records unit.

Records staff coordinates the operation of the Live Scan fingerprinting for police department issued permits.



TRANSITION TO NATIONAL INCIDENT BASED REPORTING (NIBRS)

As recommended by national law enforcement organizations, the FBI is retiring the **Summary Reporting System (SRS)** to focus on the more detailed data captured through the National Incident-Based Reporting System (NIBRS) to capture Uniform Crime Reporting (UCR) data. Thousands of agencies are already submitting NIBRS data and other departments are still attempting to update their Records Management Systems (RMS) in order to transition to NIBRS.

The wider data scope of NIBRS establishes a broader baseline that will aims to capture the occurrence of reported crime in a community. NIBRS will offers a sharper, more detailed picture of crime in the United States, equipping law enforcement at all levels to have more informed conversations about the crime in their areas as it relates to the rest of the nation.

SUMMARY REPORTING SYSTEM (SRS)

Crime Categories

- 1) Crimes Against Persons
- 2) Crimes Against Property

Hierarchy Rule

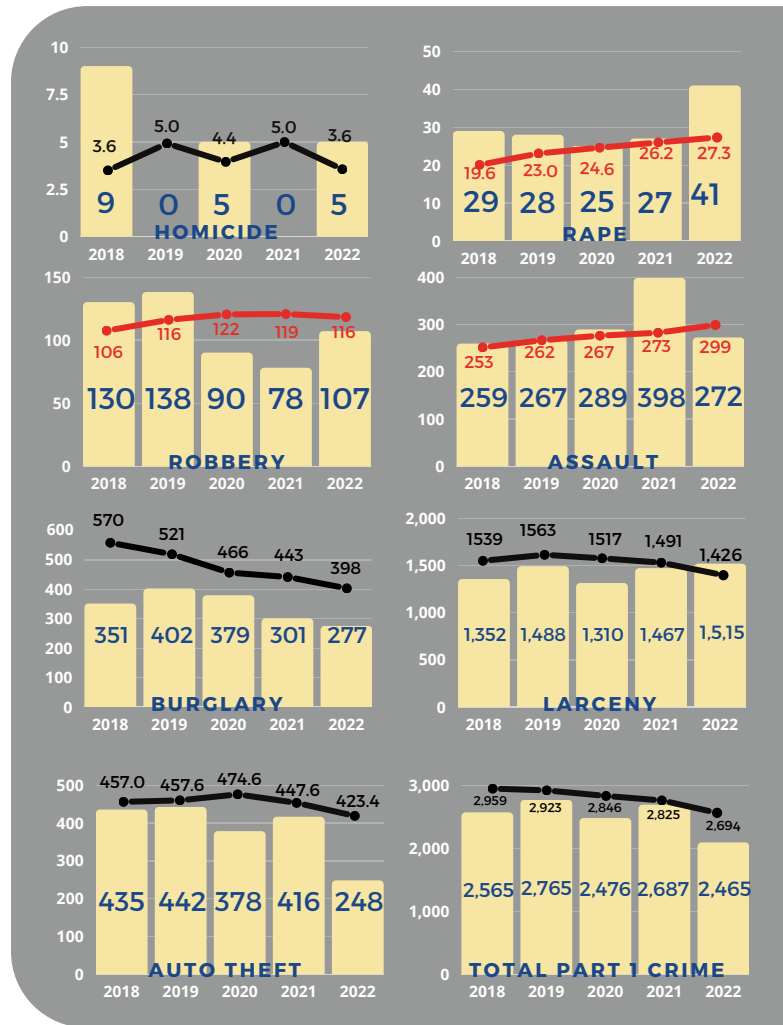
Only the most serious offense is reported - except Human Trafficking and Arson

Reported

Victim and Offender
Age, Sex, Race, and
Ethnicity - Murder
Only



SRS - 5 YEAR AVG



NATIONAL INCIDENT BASED REPORTING SYSTEM (NIBRS)

Crime Categories

- 1) Crimes Against Persons
- 2) Crimes Against Property
- 3) Crimes Against Society

Hierarchy Rule

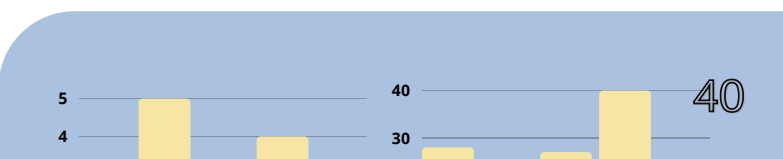
No Hierarchy Rule - up to 10
Group A Offenses per incident

Reported

Victim and Offender
Age, Sex, Race, and
Ethnicity, residency
status and victim
inquiries for all offenses



NIBRS - RELEASED IN 2023



ANNUAL AWARDS



OFFICER OF THE YEAR



OFFICER MARCUS MARQUEZ

Officer Marquez completes very thorough police work while handling calls that he is dispatched to and activity that he initiates himself. He follows up on his cases and sets a great example of what police officers should emulate. Officer Marquez has set himself apart with his consistently high motivation and work ethic. He is a multitasking officer, who is always searching for ways to improve himself. His reports are outstanding for an officer of his experience level. He has a natural instinct while handling critical calls and creating relationships with community members.

EMPLOYEE OF THE YEAR



TECHNICIAN YESINIA DEL REAL

Yesenia transitioned to the Police Department from the Fire Department in April 2022 as a Code Enforcement Technician. She kept the unit afloat during the reorganization and made sure that citizen complaints were addressed. She supported her team and the community with minimal staffing and often times she would take the complaint via email or over the phone and then transition to the field to follow up with the inspection herself. Her hard work did not go unnoticed and she is well deserving of this year's Employee of the Year Award.

VOLUNTEER OF THE YEAR



VOLUNTEER GEOFFREY BRADSHAW

Geoffrey Bradshaw has been a volunteer for 13 years, while continuing to work full-time and support his family. He has been instrumental in the Neighborhood Watch program by attending meetings and coordinating with block captains. He provides great advice on crime prevention strategies to keep neighborhoods safe. He truly has proven his commitment to the Department, as well as the employees. Geoffrey also exceeded 1000 hours of service to the City of Turlock.

EXPLORER OF THE YEAR



EXPLORER HAYDEN ELLIOT

Hayden Elliot joined the program in 2019 and has routinely exceeded all standards. With over 100 hours of service, he was able to volunteer more hours than any other explorer during the 2022 year. He is described by many to be reliable, driven and focused. Hayden was selected by a group of his peers and advisors due to his determination and overall effort he has put into the program since he joined. Explorer Elliot continues to regularly attend explorer trainings, while also exceeding in his high school studies, athletics and is an active participant in several after school programs. Most evenings, Hayden can be found attending courses at Modesto Junior College and has already received two associates degrees!

EXCELLENCE AWARD



Property technician
Linda Christy



Property Technician
Melanie Suffecot



Community Service Officer
Ruth Hoover



Community Service Officer
Rochelle Segarini

PROPERTY & EVIDENCE UNIT

This area of the Department is often overlooked, but the unit is essential to many functions within the department and the criminal justice process as a whole. They are responsible for making sure that the District Attorney's Office has the evidence that they require for prosecution, promptly return property to members of the community, and assist officers properly package evidence that is booked.

The dedication of the personnel has been evident in several successful audits from the Department of Justice and recognized by outside agencies. Outside agencies have toured our facility to gain insight on how to better store their property and evidence facilities. The unit is staffed with two property technicians and two community service officers that act as their backup as needed.

MERITORIOUS SERVICE AWARD



OFFICER RYAN MULHIM

On Friday, August 19, 2022, at 2351 hours, Turlock Police Department Dispatch received an emergency call for a male who was at the bottom of the Turlock High School swimming pool. Without any hesitation or thought of personal risk to himself, Officer Mulhim dove into the 13-foot deep swimming pool and retrieved the non-responsive male juvenile despite the weight of the gear he was wearing.

Officer Mulhim's actions that night upheld the highest values of public safety. Due to his efforts and immediate action, Officer Mulhim went above and beyond the call of duty and demonstrated Turlock Police Department's Mission Statement of, "As Police Professionals, We Commit Ourselves to Public Safety, Service, and Excellence." His actions are not only an example of his commitment to the community but he demonstrated his willingness to assist the public without hesitation.

DISTINGUISHED SERVICE AWARDS



Steve Rodrigues was promoted to Police Captain on May 1, 2022. During his time in rank as a Captain, he has excelled in the position.

Captain Rodrigues has made successful effort to ensure all three divisions, Special Operations, Field Operations and Support Operations, can contact him at any time. This has demonstrated his loyalty not only to the Department but to each person individually. He has done an excellent job balancing the responsibilities of being a manager, while still showing compassion and respect towards all personnel.

CAPTAIN STEVE RODRIGUES



Lieutenant Holeman took command of Field Operations Division on September 23, 2022. He served in this capacity as Acting Captain until December 16, 2022.

In addition to handling all of the Division Commander responsibilities, he also helped to train the Lieutenants on projects he was handling prior to this appointment.

Acting Captain Holeman implemented new policy changes, updated processes, and worked to keep his division moving forward in a positive direction.

LIEUTENANT RUSS HOLEMAN



Supervisor Franco continued to do outstanding work, while tasked with the the transition to National Incident Based Reporting System (NIBRS) to compile UCR data.

With a heavy workload, she continued to make herself available 24/7 to the officers and all other personnel to make sure information was being reported correctly. Through the process, she regularly arrived early, stayed late and coordinated several trainings.

Her commitment to her work and the department did not go unnoticed.

SUPERVISOR LILIA FRANCO



Steven Williams
Captain
Hired: 5/1/1994
Retired: 2/7/2022



Glenn Jackson
Supervisor
Hired: 11/12/1997
Retired: 2/2/2022



James Silveira
Lieutenant
Hired: 7/16/1995
Retired: 3/24/2022



Sergio Perez
Officer
Hired: 7/1/2007
Retired: 7/6/2022



Mary Sousa
Executive Administrative Assistant
Hired: 11/24/1986
Retired: 8/24/2022



George Gillispie
Background Investigator
Hired: 10/7/2002
Retired: 8/24/2022



Tim Redd
Detective
Hired: 6/1/2007
Retired: 12/30/2022



**K-9 BRAVO
EOW DEC. 21, 2022**



**OFFICER
LAVON B. NEW
EOW AUG. 14, 1935**



**OFFICER
JOE KERELY
EOW NOV. 1, 1949**



**OFFICER
GLENN WINANS
EOW NOV. 1, 1949**



**OFFICER GEORGE
BRENDENBERG
EOW NOV. 4, 1949**



**OFFICER
RAYMOND WILLERT
EOW FEB. 9, 1973**

ASSOCIATIONS

K-9 ASSOCIATION

The Turlock Police K-9 Association is a non-profit 501(c)(3) organization who are dedicated to providing additional training for the K-9s that serve the Turlock community. Any funds that the organization acquires goes toward any medical needs that the dogs may require. The board is comprised of the two K-9 police Officers.

They coordinate fundraisers throughout the year and had a great fajita dinner in 2022! K-9 Ace and K-9 Bravo could be spotted with the association several times throughout the year at community events.

Be sure to follow the Turlock K-9 Association on Facebook and Instagram for all their updates!



POLICE ACTIVITIES LEAGUE (PAL)

The Turlock Police Activities League (PAL) is a non-profit 501(c)(3) organization whose mission is to promote relationships between the youth of Turlock and law enforcement.

The current Board is comprised of Police Officers, T.U.S.D. educators, City officials and community leaders and members.



PAL continued with their outreach through their social media throughout the year to spread knowledge and raise funds for the organization. They were able to attend National Night Out and the downtown Trick-or-Treat event!

Follow Turlock PAL on Facebook and Instagram, and check out their website at www.turlockpal.org.

SWAT ASSOCIATION

The Turlock SWAT Association is a non-profit 501(c)(3) organization who provides financial assistance to the SWAT team for additional training or they frequently donate to various causes. The SWAT team is deployed several times throughout the year to calls for service that require additional tactical support.

They were able to attend several community events and have several fundraising throughout the year. Every October, the team promotes their famous pink Breast Cancer Awareness shirts and donates to a local Cancer Society.

Be sure to follow the Turlock SWAT Association on Facebook and Instagram for all their updates!



WIDOWS & ORPHANS FOUNDATION

W&O is a non-profit 501(c)(3) that had an early mission to care for families after an officer is killed in the line of duty. Later on, this mission was expanded to care for all those suffering tragedy and loss. This effort went on to encompass all Turlock Police employees who passed on after having served the City of Turlock with distinction and dedication.

During the 2022 year, the W&O's annual scholarships given to local high school students who have an interest in a career in law enforcement. The committee was also able to coordinate the Annual Policeman's Ball fundraiser that had a casino night theme!

Be sure to follow W&O on Facebook and Instagram, and check out their website at <https://www.tpdwidowsandorphans.com>





City of Turlock

ROADS PROGRAM

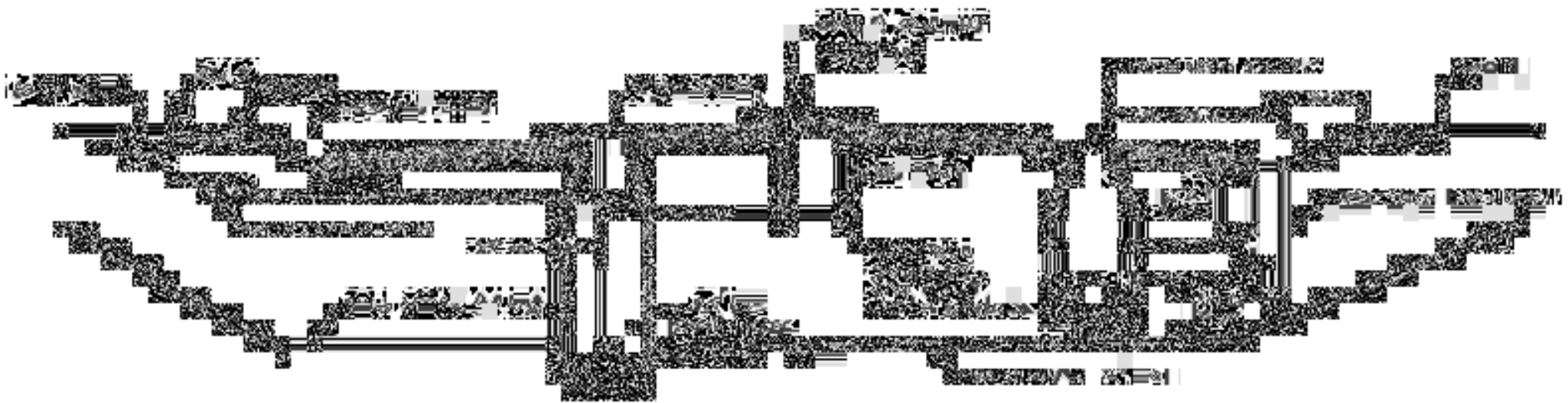


City of Turlock

ROADS (AND UNDERLYING INFRASTRUCTURE) PROGRAM

Roads (and underlying infrastructure) Program

Typical Utilities Profile View Schematic



Roads (and underlying infrastructure) Program

CURRENT SITUATION & CONCERNS

- ▶ 14 roads out to bid for construction
- ▶ Citywide chlorination is about to go online – may create problems for water mains and older, galvanized lateral connections
- ▶ Water Fund – current revenues can barely sustain the CIP, address emergent issues, or support the Roads Program
- ▶ Wastewater/Stormwater Fund – current revenues cannot sustain the CIP, address emergent issues, or support the Roads Program

Roads (and underlying infrastructure) Program

ISSUES

- ▶ Goals and objectives of the Roads Program don't necessarily align with the needs of the Water and Wastewater programs
- ▶ While it is fairly easy to assess the condition of a road, accurately assessing the underlying infrastructure is nearly impossible
- ▶ Emergent issues require immediate response, and take \$\$ away from scheduled work
- ▶ The WQC Plant is operating at 50% capacity because of deferred maintenance over the last 20 years, and a return to full capacity will cost in excess of \$100M

Roads (and underlying infrastructure) Program

CURRENT FUNDING SITUATION

- ▶ Measure A – limited \$\$\$, but possible to leverage, no sunset
- ▶ Measure L – limited \$\$\$, sunset in 2043
- ▶ Water – final programmed rate increase occurred this fiscal year; Water Master Plan Update & Rate Study authorization is on tonight's agenda
- ▶ Wastewater/Stormwater – last rate increase occurred in 2002; last Wastewater/Stormwater Master Plan Update was in 2009, and was shelved; current Wastewater/Stormwater Master Plan Update is complete, and Rate Study is underway; will be brought to Council soon

Roads (and underlying infrastructure) Program

▶ **MOVING FORWARD**

- ▶ With limited \$\$ available from the enterprise funds, we need unified planning for improvement of roads and underlying infrastructure, based upon recommendations from Public Works and Municipal Services
- ▶ Council Approval Water Master Plan Update and Fee Study
- ▶ Council Approval of the Wastewater Master Plan with its Fee Study recommendations
- ▶ Consider other funding options
 - ▶ Stormwater Utility
 - ▶ Transportation Utility
 - ▶ Grants
 - ▶ Loans



Q&A

Payment Register

From Payment Date: 3/3/2023 - To Payment Date: 3/9/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
137434	03/09/2023	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$890.73		
	Invoice		Date	Description		Amount			
	312		02/21/2023	OFFICE AND JANITORIAL SUPPLIES		\$890.73			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$890.73			
137435	03/09/2023	Open			Accounts Payable	AMERICAN MESSAGING	\$24.18		
	Invoice		Date	Description		Amount			
	R1061851XC		03/01/2023	Acct #R1-061851 - Police Department		\$11.48			
	R1061876XC		03/01/2023	Acct #R1-061876 - Fire Department		\$12.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$24.18			
137436	03/09/2023	Open			Accounts Payable	AT&T MOBILITY	\$4,405.32		
	Invoice		Date	Description		Amount			
	5728X02272023		02/19/2022	287262975728 / IT & WQC		\$363.38			
	5677X02272023		02/19/2023	287262975677 / WQC/Utilities Phones/Data		\$978.79			
	4412X0227223		02/19/2023	995824412 / Aircards		\$2,773.77			
	6865X02272023		02/19/2023	287307496865 / PD SIU Modem		\$43.23			
	4173X02272023		02/19/2023	287310834173 / SIM CARDS FOR WQC		\$246.15			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,597.94			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,381.53			
	420 - WATER			420.11000 (Cash)		\$345.84			
	501 - Information Technology			501.11000 (Cash)		\$80.01			
137437	03/09/2023	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$1,120.20		
	Invoice		Date	Description		Amount			
	72530		01/29/2023	SR03, 21-044 Pedretti Park Lighting Upgrades-12/5/22 -1/29/23		\$1,120.20			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$1,120.20			
137438	03/09/2023	Open			Accounts Payable	BONANDER TRUCKS	\$345.90		
	Invoice		Date	Description		Amount			
	272996		02/23/2023	VEHICLE # 1347		\$345.90			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$345.90			
137439	03/09/2023	Open			Accounts Payable	California Dept of Transportation	\$5,600.30		
	Invoice		Date	Description		Amount			
	SL230401		01/26/2023	Signal maintenance October 2022-December 2022		\$5,600.30			
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$5,600.30			
137440	03/09/2023	Open			Accounts Payable	CDW LLC	\$1,868.27		
	Invoice		Date	Description		Amount			
	GK44289		01/26/2023	HP Printer for Isaac		\$255.72			
	GV18706		02/16/2023	Color Copier for Public Works		\$501.81			
	GD60565		01/13/2023	Surface for PD		\$119.23			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	GG90575		01/20/2023		Surface for PD		\$991.51		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,366.46		
	246 - Landscape Assessment				246.11000 (Cash)		\$501.81		
137441	03/09/2023	Open			Accounts Payable	CENTRAL SANITARY SUPPLY dba BRADY INDUSTRIES	\$1,739.55		
	Invoice		Date		Description		Amount		
	7822046		02/01/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$40.40		
	7827787		02/03/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$197.25		
	7844370		02/10/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$595.12		
	7858755		02/17/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$501.73		
	7872855		02/24/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$405.05		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,739.55		
137442	03/09/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$274.95		
	Invoice		Date		Description		Amount		
	0465535022223		02/22/2023		8203 13 001 0465535 / Admin Internet-2014 INDEPENDENCE-D.LEWIS		\$84.98		
	0695883022623		02/26/2023		8203 13 001 0695883 / 901 S Walnut Rd (WQC)		\$99.98		
	0763228022523		02/25/2023		8203 13 001 0763228 / IT Internet-4304 ARCADIAN DR. L.MACHADO		\$89.99		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$84.98		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$49.99		
	420 - WATER				420.11000 (Cash)		\$49.99		
	501 - Information Technology				501.11000 (Cash)		\$89.99		
137443	03/09/2023	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$380.24		
	Invoice		Date		Description		Amount		
	4008600076		03/03/2023		FEBRUARY 2023 PREMIUMS		\$380.24		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$380.24		
137444	03/09/2023	Open			Accounts Payable	CITIZEN COMMUNICATIONS LLC DBA RECYCLIST	\$10,800.00		
	Invoice		Date		Description		Amount		
	INV-2772		03/01/2023		Annual Subscription Fee for Recyclist May 1/2023- April 30/24		\$10,800.00		
	Paying Fund				Cash Account		Amount		
	204 - SolidWaste/Recycle/PublicEducati				204.11000 (Cash)		\$10,800.00		
137445	03/09/2023	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$8,600.00		
	Invoice		Date		Description		Amount		
	32966355		02/15/2023		TRAINING GROUNDS FLOOR REPAIR		\$8,600.00		
	Paying Fund				Cash Account		Amount		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$8,600.00		
137446	03/09/2023	Open			Accounts Payable	CNG Mechanical	\$6,827.50		
	Invoice		Date		Description		Amount		
	INV-0002001		09/20/2022		Change out HMI Controller for CNG Station		\$6,827.50		
	Paying Fund				Cash Account		Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	426 - Transit				426.11000 (Cash)		\$6,827.50		
137447	03/09/2023	Open			Accounts Payable	Community Health Centers of America	\$75,000.00		
	Invoice		Date	Description		Amount			
	CHCA1266		01/01/2023	CHCA Professional Services - January 2023		\$37,500.00			
	CHCA1267		02/01/2023	CHCA Professional Services - February 2023		\$37,500.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act				119.11000 (Cash)		\$75,000.00		
137448	03/09/2023	Open			Accounts Payable	CRESCENT SURPLUS INC	\$53.92		
	Invoice		Date	Description		Amount			
	373952		02/24/2023	UNIFORM - TYLER WARD		\$26.96			
	373960		03/01/2023	BRANDON RUIZ- SWEATSHIRT		\$26.96			
	Paying Fund			Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$53.92		
137449	03/09/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$9,870.66		
	Invoice		Date	Description		Amount			
	67253		02/27/2023	Standard Security 2.21.23-2.24.23		\$767.88			
	67204		02/20/2023	Standard Security & Meeting 2.13.23-2.17.23		\$998.73			
	67175		02/16/2023	Standard Security & Meeting 2.6.23-2.10.23		\$993.87			
	67055		01/25/2023	Standard Security 1.17.23-1.20.23		\$767.88			
	67144		02/07/2023	Standard Security & Meeting 1.30.23-2.3.23		\$979.29			
	67254		02/26/2023	Unarmed Private Security Services for Transit -2/20/23 -02/26/23		\$3,265.92			
	67090		01/31/2023	Standard Security and Meeting 1.23.23-1.27.23		\$1,035.18			
	67017		01/16/2023	Standard Security and Meetings 1.9.23-1.13.23		\$1,061.91			
	Paying Fund			Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$6,604.74		
	426 - Transit				426.11000 (Cash)		\$3,265.92		
137450	03/09/2023	Open			Accounts Payable	CULLIGAN INC	\$74.50		
	Invoice		Date	Description		Amount			
	Transit 02/28/23		02/28/2023	Water Softener Exchange Service for Transit 3/1/23- 3/31/23		\$74.50			
	Paying Fund			Cash Account		Amount			
	426 - Transit				426.11000 (Cash)		\$74.50		
137451	03/09/2023	Open			Accounts Payable	DELL MARKETING LP	\$1,330.29		
	Invoice		Date	Description		Amount			
	10654615956		02/24/2023	24" Monitor for Backgrounds		\$206.60			
	10655074837		02/27/2023	27 Monitor for Finance		\$371.38			
	10654583875		02/24/2023	Computer with 24" Monitor		\$752.31			
	Paying Fund			Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$1,330.29		
137452	03/09/2023	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$18,609.00		
	Invoice		Date	Description		Amount			
	202002914-1		02/27/2023	MARCH 2023 MONTHLY MAINTENANCE AGREEMENT		\$18,609.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$457.63		
	116 - Special Public Safety				116.11000 (Cash)		\$15,405.63		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$686.43		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137453	420 - WATER			420.11000 (Cash)			\$686.43		
	426 - Transit			426.11000 (Cash)			\$915.25		
	505 - Fleet			505.11000 (Cash)			\$457.63		
	03/09/2023	Open			Accounts Payable	DF ENGINEERING INC	\$700.00		
	Invoice		Date	Description		Amount			
	24064		02/28/2023	22-001 ROW Engineering Services for Wayside Dr		\$700.00			
				Rehab-2/28/23					
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$700.00			
137454	03/09/2023	Open			Accounts Payable	DOCUSCRIPT, LLC	\$439.10		
	Invoice		Date	Description		Amount			
	2148		03/01/2023	TRANSCRIPTION SERVICES FOR FEBRUARY 2023		\$439.10			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$439.10			
137455	03/09/2023	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$9,421.45		
	Invoice		Date	Description		Amount			
	S5764717.002		02/22/2023	FLGD OUTLET-NEMA		\$64.24			
	S5772828.001		02/01/2023	CAT6 for IT cubicles		\$229.36			
	S5772904.001		01/26/2023	CAT6 for IT cubicles		\$229.36			
	S5776409.001		01/31/2023	Bucket truck re-stock for streetlights		\$885.26			
	S5780090.001		02/08/2023	Material for new disconnect on streetlights		\$309.29			
	S5782274.001		02/08/2023	PVC conduit for streetlights		\$365.00			
	S5790130.001		02/16/2023	Wire for IT cubicles		\$182.26			
	S5793619.001		02/22/2023	Materials for IT cubicles		\$960.22			
	S5763345.001		02/24/2023	Hadco Globes		\$6,063.88			
	S5794528.001		02/24/2023	Boots & fuses for streetlights		\$132.58			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$7,756.01			
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$64.24				
501 - Information Technology			501.11000 (Cash)		\$1,601.20				
137456	03/09/2023	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$3,566.29		
	Invoice		Date	Description		Amount			
	32289459		02/28/2023	SIU RENTAL FOR FEB 2023		\$3,566.29			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,566.29			
137457	03/09/2023	Open			Accounts Payable	FASTENAL COMPANY INC	\$1,551.31		
	Invoice		Date	Description		Amount			
	CATUR185028		01/20/2023	Miscellaneous supplies for Municipal Services		\$350.67			
	CATUR185089		01/20/2023	Miscellaneous supplies for Municipal Services		\$163.32			
	CATUR185352		02/15/2023	Miscellaneous supplies for Municipal Services		\$699.71			
	CATUR185389		02/01/2023	Miscellaneous supplies for Municipal Services		\$26.77			
	CATUR185589		02/15/2023	Miscellaneous supplies for Municipal Services		\$310.84			
	Paying Fund			Cash Account		Amount			
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,387.99				
426 - Transit			426.11000 (Cash)		\$163.32				
137458	03/09/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$47.33		
	Invoice		Date	Description		Amount			
	8-056-85475		03/03/2023	SHIPPING CHARGES 3/3/23		\$47.33			

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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		
	110 - General Fund			110.11000 (Cash)			\$47.33		
137459	03/09/2023	Open			Accounts Payable	Formax	\$1,726.00		
	Invoice			Date	Description		Amount		
	212348		10/01/2022		12 Month Service Agreement of Folder Inserter- 11/30/22-11/29/23		\$1,726.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$863.00		
	420 - WATER			420.11000 (Cash)			\$863.00		
137460	03/09/2023	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,981.09		
	Invoice			Date	Description		Amount		
	02282023	WILSON	03/03/2023		2-28-23 PAYROLL WITHHOLDING		\$1,981.09		
	Paying Fund			Cash Account			Amount		
137461	03/09/2023	Open			Accounts Payable	FRANK A. OLSEN COMPANY / ALL WEST EQUIPMENT CO	\$5,329.26		
	Invoice			Date	Description		Amount		
	250643		02/01/2023		6"DeZurik Model PEC Ecc. Plug Valve Cast Iron-Quote No:18874		\$1,927.44		
	250708		02/10/2023		6"DeZurik Model PEC Ecc. Plug Valve Cast Iron-Quote No:18874		\$3,116.27		
	250743		02/16/2023		6"DeZurik Model PEC Ecc. Plug Valve Cast Iron-Quote No:18874		\$285.55		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,329.26		
137462	03/09/2023	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$22,294.66		
	Invoice			Date	Description		Amount		
	62705		02/28/2023		CUST #24090 - Fuel Expense for 2/16/23-2/28/23		\$21,361.47		
	62597		02/22/2023		Fuel for Fire #3		\$933.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$12,562.66		
	205 - Sports Facilities			205.11000 (Cash)			\$197.37		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$772.34		
	246 - Landscape Assessment			246.11000 (Cash)			\$919.78		
	405 - Building			405.11000 (Cash)			\$63.24		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,198.97		
	420 - WATER			420.11000 (Cash)			\$2,441.48		
	426 - Transit			426.11000 (Cash)			\$2,938.23		
	502 - Engineering			502.11000 (Cash)			\$200.59		
137463	03/09/2023	Open			Accounts Payable	GRADY COMPANY INC, KEN	\$1,433.99		
	Invoice			Date	Description		Amount		
	5410		02/15/2023		Infrared Sensor		\$1,433.99		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,433.99		
137464	03/09/2023	Open			Accounts Payable	GRAINGER INC, W W	\$2,723.03		
	Invoice			Date	Description		Amount		
	95577930923		12/29/2022		Refund Ori Inv 9548325407		(\$71.95)		
	9581832111		01/23/2023		Marine Grease		\$18.33		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9590653607		01/30/2023		Half Masks Respirator		\$646.87		
	9592860259		01/31/2023		Pine thread sealant		\$26.01		
	9594381510		02/01/2023		Caulk for buses		\$124.88		
	9594834286		02/02/2023		Paint supplies		\$28.80		
	9595124869		02/02/2023		Bernzomatic filled mapp cyclinder		\$189.34		
	9597061564		02/03/2023		Belts for Blower building		\$356.86		
	9604904913		02/10/2023		Lubricant, pipe cement, leather gloves, handheld sprayer		\$528.70		
	9607740652		02/13/2023		Fluorescent bulbs		\$368.37		
	9608165438		02/14/2023		Toggle valve		\$84.49		
	9608951803		02/14/2023		Collared coveralls		\$243.48		
	9610115819		02/15/2023		Pressure guage, test		\$24.25		
	9618607940		02/22/2023		Safety cart wheels		\$154.60		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$84.49		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,489.41		
	426 - Transit				426.11000 (Cash)		\$149.13		
137465	03/09/2023	Open			Accounts Payable	HCI SYSTEMS INC	\$350.00		
	Invoice		Date		Description		Amount		
	I0030538		02/13/2023		HCI - SENIOR CENTER		\$350.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$350.00		
137466	03/09/2023	Open			Accounts Payable	HILMAR LUMBER INC	\$1,426.06		
	Invoice		Date		Description		Amount		
	586848		02/06/2023		Water filter and First Aid Kit		\$40.92		
	587032		02/07/2023		Shackles, hinge		\$55.99		
	588062		02/13/2023		Fittings		\$29.86		
	590490		02/28/2023		30' power pole for CH parking lot		\$1,046.16		
	586947		02/07/2023		Chlorine study		\$253.13		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,046.16		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$379.90		
137467	03/09/2023	Open			Accounts Payable	HSQ INC	\$58,353.00		
	Invoice		Date		Description		Amount		
	234923		02/13/2023		Scada system hardware upgrade		\$58,353.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$29,176.50		
	420 - WATER				420.11000 (Cash)		\$29,176.50		
137468	03/09/2023	Open			Accounts Payable	INDEPENDENT ELECTRIC INC	\$2,894.11		
	Invoice		Date		Description		Amount		
	S105895309.001		02/09/2023		Acrylic Post Top Lense		\$2,373.46		
	S105919381.001		02/14/2023		Materials for streetlight conduit repair		\$520.65		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$2,894.11		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137469	03/09/2023	Open			Accounts Payable	Infrerra Construction Mgmt Group, Inc	\$35,825.48		
	Invoice		Date		Description		Amount		
	23017		01/31/2023		SRWA - Construction Management 2022-23 for Jan 2023		\$35,825.48		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$35,825.48		
137470	03/09/2023	Open			Accounts Payable	INTERSTATE TRUCK CTR	\$185.88		
	Invoice		Date		Description		Amount		
	02P428570		02/20/2023		VEHICLE #7003		\$185.88		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$185.88		
137471	03/09/2023	Open			Accounts Payable	Jared Temujin Carrillo DBA JTConsulting	\$1,625.00		
	Invoice		Date		Description		Amount		
	2023-02		03/01/2023		Consulting Services - Administrative Hearing Feb 2023		\$1,625.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,625.00		
137472	03/09/2023	Open			Accounts Payable	LIBERTY PROCESS EQUIP INC	\$1,703.46		
	Invoice		Date		Description		Amount		
	0095371-IN		12/13/2022		CDQ Stator & Rotar		\$1,152.58		
	0095292-IN		12/07/2022		Drive Shaft Head		\$550.88		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,703.46		
137473	03/09/2023	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$1,014.56		
	Invoice		Date		Description		Amount		
	AR930211		03/06/2023		Ink for Canon TM 300		\$1,014.56		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$1,014.56		
137474	03/09/2023	Open			Accounts Payable	MODESTO MACHINE WORKS INC	\$769.93		
	Invoice		Date		Description		Amount		
	57832		02/07/2023		Modify Impeller		\$180.00		
	57844		02/28/2023		Impeller repair		\$589.93		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$769.93		
137475	03/09/2023	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,081.05		
	Invoice		Date		Description		Amount		
	8577-396330		02/16/2023		REF # 664601		\$51.43		
	8577-396572		02/21/2023		REF # 664987		\$112.80		
	8577-396612		02/22/2023		VEHICLE # POL13-1131		\$178.72		
	8577-396655		02/22/2023		VEHICLE # SCO3-9014		\$15.14		
	8577-396321		02/16/2023		REF # 664594		\$21.96		
	8577-396040		02/13/2023		Refund Ori Inv 395955		(\$23.90)		
	8577-396320		02/16/2023		VEHICLE # POL15-1137		\$117.59		
	8577-396271		02/16/2023		VEHICLE # POL16-1305		\$228.03		
	8577-396303		02/16/2023		VEHICLE # EL20-627		\$379.28		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$575.77		

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							\$15.14		
							\$112.80		
							\$379.28		
							\$21.96		
							(\$23.90)		
137476	03/09/2023	Open			Accounts Payable	NOEL DICKEY DBA CENTRAL VALLEY PARTY BIKES	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PIP 3/7/23		03/07/2023		Partnership Incentive Program - Central Valley Party Bikes		\$1,000.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,000.00		
137477	03/09/2023	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$2,313.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4127005		02/05/2023		SR05, 22-026 Armory Site Utility Extensions-1/2/23-2/5/23		\$2,103.75		
	3842106		02/05/2023		SR03, 21-043 Northeast Neighborhood Park-1/2/23-2/5/23		\$210.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	228 - Park Development Tax				228.11000 (Cash)		\$210.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,051.87		
	420 - WATER				420.11000 (Cash)		\$1,051.88		
137478	03/09/2023	Open			Accounts Payable	OREILLY AUTO PARTS	\$732.02		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2800-297092		03/01/2023		AD08-0439		\$9.44		
	2800-297143		03/01/2023		ST99-4818		\$24.05		
	2800-297185		03/01/2023		ITEM #85936		\$65.13		
	2800-297144		03/01/2023		ST99-4818		\$7.73		
	2800-296879		02/28/2023		TRA15-1040PPP		\$16.28		
	2800-297091		03/01/2023		AD08-0439		\$21.26		
	2800-296802		02/28/2023		OP17-616		\$24.92		
	2800-296693		02/28/2023		EL09-602		\$7.18		
	2800-296415		02/27/2023		PK03-4218		\$134.87		
	2800-296414		02/27/2023		OP16-618		\$23.77		
	2800-296417		02/27/2023		FR08-286		\$30.32		
	2800-296473		02/27/2023		FR08-286		\$83.22		
	2800-295708		02/24/2023		VEHICLE 1040PPP		\$69.00		
	2800-294809		02/21/2023		ITEM #H11BP		\$63.48		
	2800-293284		02/16/2023		ENG18-340		\$21.70		
	2800-293266		02/16/2023		FR03-288		\$129.67		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$441.56		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$31.78		
	246 - Landscape Assessment				246.11000 (Cash)		\$30.70		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$55.87		
	426 - Transit				426.11000 (Cash)		\$150.41		
	502 - Engineering				502.11000 (Cash)		\$21.70		

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137479	03/09/2023	Open			Accounts Payable	P G & E	\$193.91		
	Invoice		Date	Description			Amount		
	REC 2/24/23		02/24/2023	2749172768-4 / 144 S Broadway			\$193.91		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$193.91		
137480	03/09/2023	Open			Accounts Payable	Performance on Purpose	\$22,250.00		
	Invoice		Date	Description			Amount		
	1092		02/24/2023	Performance On Purpose Feb 2023			\$22,250.00		
	Paying Fund			Cash Account			Amount		
	118 - Measure A			118.11000 (Cash)			\$22,250.00		
137481	03/09/2023	Open			Accounts Payable	Platt Electric Supply	\$610.88		
	Invoice		Date	Description			Amount		
	3P21484		01/27/2023	Light repair for City Hall			\$125.20		
	3Q88612		02/03/2023	Ferreira Ranch Park sign light			\$244.48		
	3R87778		02/14/2023	Tools for bucket truck			\$47.98		
	3R95462		02/16/2023	Supplies to repair WQC front gate			\$193.22		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$125.20		
	246 - Landscape Assessment			246.11000 (Cash)			\$244.48		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$241.20		
137482	03/09/2023	Open			Accounts Payable	PREFERRED TRUCK & EQUIPMENT	\$135.32		
	Invoice		Date	Description			Amount		
	INV00113870		02/16/2023	VEHICLE 728			\$135.32		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$135.32		
137483	03/09/2023	Open			Accounts Payable	PRO-VIGIL, INC.	\$25,858.75		
	Invoice		Date	Description			Amount		
	IN-256572		10/12/2022	BROADWAY - NOV 2022			\$2,744.64		
	IN-261795		11/09/2022	BROADWAY - DEC 22			\$1,642.14		
	IN-265829		11/28/2022	CENTRAL - DEC 2022			\$3,005.98		
	IN-265807		11/22/2022	DONNELLY - DEC 2022			\$1,227.38		
	IN-265809		11/22/2022	CORP YARD - DEC 2022			\$1,270.55		
	IN-271451		12/26/2022	CENTRAL - JAN 2023			\$1,739.20		
	IN-265806		11/22/2022	DENAIR - DEC 2022			\$1,279.14		
	IN-270208		12/20/2022	DONNELLY - JAN 2023			\$855.83		
	IN-270210		12/20/2022	CORP YARD - JAN 2023			\$899.00		
	IN-270207		12/20/2022	DENAIR - JAN 2023			\$907.59		
	IN-273471		01/04/2023	BROADWAY - JAN 2023			\$1,642.14		
	IN-276622		01/17/2023	CORP YARD - FEB 2023			\$899.00		
	IN-276621		01/17/2023	DONNELLY - FEB 2023			\$855.83		
	IN-276620		01/17/2023	DENAIR - FEB 2023			\$907.59		
	IN-277960		01/23/2023	CENTRAL - FEB 2023			\$1,739.20		
	IN-279724		02/01/2023	BROADWAY - FEB 2023			\$1,642.14		
	IN-265820		11/22/2022	WASHINGTON - DEC 2022			\$1,513.76		
	IN-270211		12/20/2022	WASHINGTON - JAN 2023			\$1,087.64		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$23,257.35		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$2,601.40		

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137484	03/09/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$256.50		
	Invoice		Date		Description		Amount		
	98785		01/31/2023		SR03, 22-017 Wayside Dr Sewer Replacement-1/1/23- 1/31/23		\$256.50		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$256.50		
137485	03/09/2023	Open			Accounts Payable	QUAD KNOFF, INC.	\$159.20		
	Invoice		Date		Description		Amount		
	117642		02/04/2023		20-13 Water and Sewer Main Extension-GSB-1/8/23- 2/4/23		\$159.20		
	Paying Fund				Cash Account		Amount		
	421 - Water Line Construction				421.11000 (Cash)		\$159.20		
137486	03/09/2023	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$1,000.00		
	Invoice		Date		Description		Amount		
	21281		03/01/2023		CONTRACT MARCH 2023		\$1,000.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,000.00		
137487	03/09/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,265.54		
	Invoice		Date		Description		Amount		
	3031369950		02/17/2023		Vehicle 1052PP		\$635.46		
	3031368979		02/17/2023		VEHICLE # 4385A		\$134.35		
	3031327681		02/16/2023		VEHICLE # 1129		\$1,079.60		
	3031444172		02/23/2023		REF # 38586386		\$40.29		
	3031483016		02/24/2023		REF # 38625589		\$312.19		
	3031447258		02/23/2023		VEHICLE # 1129		\$63.65		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,183.54		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$134.35		
	426 - Transit				426.11000 (Cash)		\$635.46		
	502 - Engineering				502.11000 (Cash)		\$312.19		
137488	03/09/2023	Open			Accounts Payable	SHAPE INC	\$4,515.00		
	Invoice		Date		Description		Amount		
	1900		02/13/2023		NE955540 Protection Bellow		\$2,708.36		
	1899		02/13/2023		O-Rings & Protection Bellow		\$1,806.64		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,515.00		
137489	03/09/2023	Open			Accounts Payable	ST FRANCIS ELECTRIC INC	\$6,790.25		
	Invoice		Date		Description		Amount		
	21027928		01/31/2023		Traffic Signal Emergency Repairs for January 2023		\$6,790.25		
	Paying Fund				Cash Account		Amount		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$6,790.25		
137490	03/09/2023	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,407.00		
	Invoice		Date		Description		Amount		
	639312		03/02/2023		FEBRUARY FINGERPRINTING		\$1,407.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,407.00		

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137491	03/09/2023	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$4,606.07		
	Invoice		Date	Description		Amount			
	SI84189		02/23/2023	TRUCK VAULT BOX FOR UAS VEHICLE		\$4,606.07			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,606.07			
137492	03/09/2023	Open			Accounts Payable	STORMWIND LLC	\$2,490.00		
	Invoice		Date	Description		Amount			
	47043		01/17/2023	3 Additional Ultimate Access accounts		\$2,490.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$2,490.00			
137493	03/09/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice		Date	Description		Amount			
	02282023BECCHETT		03/03/2023	2-28-23 PAYROLL WITHHOLDING		\$439.13			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$439.13			
137494	03/09/2023	Open			Accounts Payable	SWIFTLY INC.	\$31,720.50		
	Invoice		Date	Description		Amount			
	3015		02/22/2023	Transit ITS System Services (04-01-23 to 03-31-24)		\$31,720.50			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$31,720.50			
137495	03/09/2023	Open			Accounts Payable	TBA AUTO PARTS	\$7.93		
	Invoice		Date	Description		Amount			
	5-073067		02/16/2023	ST99-7003		\$7.93			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$7.93			
137496	03/09/2023	Open			Accounts Payable	TOWER ENTERPRISE	\$540.24		
	Invoice		Date	Description		Amount			
	8006		02/27/2023	PRE-EMPLOYMENT EVAL		\$540.24			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$540.24			
137497	03/09/2023	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description		Amount			
	19566		02/28/2023	Consulting Services for February 2023		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,500.00			
	420 - WATER			420.11000 (Cash)		\$2,500.00			
137498	03/09/2023	Open			Accounts Payable	TRIMAX MOWING SYSTEMS	\$284.22		
	Invoice		Date	Description		Amount			
	INV2013027		02/28/2023	AD20-4779		\$284.22			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$284.22			
137499	03/09/2023	Open			Accounts Payable	TURLOCK CITY TOW INC	\$420.00		
	Invoice		Date	Description		Amount			
	133234		01/28/2023	TOWING SERVICES FOR PD ON 1/28/23		\$45.00			
	132829		02/03/2023	TOWING SERVICE FOR PD ON 2/3/23		\$45.00			
	132916		02/05/2023	TOWING SERVICE FOR PD ON 2/5/23		\$45.00			

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	133996		02/06/2023		TOWING SERVICE FOR PD ON 2/6/23		\$40.00		
	133239		02/06/2023		TOWING SERVICE FOR PD ON 2/6/23		\$40.00		
	132837		02/15/2023		TOWING SERVICE FOR PD ON 2/15/23		\$205.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$420.00		
137500	03/09/2023	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,000,000.00		
	Invoice		Date		Description		Amount		
	MAR 2023 PAYMENT		03/03/2023		MARCH 2023 PAYMENT		\$1,000,000.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,000,000.00		
137501	03/09/2023	Open			Accounts Payable	TURLOCK TRANSFER INC	\$2,235.35		
	Invoice		Date		Description		Amount		
	29282		03/01/2023		UHC REFUSE DISPOSAL FEBRUARY 2023		\$2,235.35		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,235.35		
137502	03/09/2023	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$995.05		
	Invoice		Date		Description		Amount		
	495162380		02/23/2023		Lease agreement for 9 copiers 02/20/23 - 03/19/23		\$928.61		
	494278260		02/12/2023		Lease Agreement for Payroll Copier 02/09/22-03/08/23		\$66.44		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$822.08		
	405 - Building				405.11000 (Cash)		\$37.54		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$48.94		
	420 - WATER				420.11000 (Cash)		\$48.95		
	505 - Fleet				505.11000 (Cash)		\$37.54		
137503	03/09/2023	Open			Accounts Payable	VERIZON WIRELESS	\$498.25		
	Invoice		Date		Description		Amount		
	9928021058		02/18/2023		642482150-00001 UTILITY WELL SITES-SIM CARD USAGE (1/19 - 2/18)		\$498.25		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$498.25		
137504	03/09/2023	Open			Accounts Payable	WARDEN'S OFFICE INC	\$104.93		
	Invoice		Date		Description		Amount		
	2091973-0		01/24/2023		Office Supplies - Name Plates		\$104.93		
	Paying Fund				Cash Account		Amount		
	501 - Information Technology				501.11000 (Cash)		\$104.93		
137505	03/09/2023	Open			Accounts Payable	WEST YOST ASSOCIATES	\$66,818.82		
	Invoice		Date		Description		Amount		
	2052584		01/31/2023		SRWA - Program Mgmt Services for 2022-23 for January 2023		\$66,818.82		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$66,818.82		
137506	03/09/2023	Open			Accounts Payable	WESTCOAST ROTOR INC	\$1,057.03		
	Invoice		Date		Description		Amount		
	30396		12/12/2022		Gear Joint Seal, Kit, O-Ring		\$1,057.03		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,057.03		

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137507	03/09/2023	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$12,116.28		
	Invoice		Date	Description			Amount		
	S2129838.001		02/28/2023	VFD for Well #8 Quotation #S2129838			\$12,116.28		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$12,116.28		
137508	03/09/2023	Open			Accounts Payable	BUGLER CONSTRUCTION	\$2,409.00		
	Invoice		Date	Description			Amount		
	METER# 15649497		03/01/2023	HYDRANT USE PERMIT REFUND			\$2,409.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,471.00		
	420 - WATER			420.11000 (Cash)			(\$62.00)		
137509	03/09/2023	Open			Accounts Payable	D TURLOCK HOTEL LLC	\$5,268.00		
	Invoice		Date	Description			Amount		
	MDP22-08		03/06/2023	REFUND PROJECT FEES FOR MDP 2022-08			\$5,268.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,518.00		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$1,054.00		
	405 - Building			405.11000 (Cash)			\$165.00		
	502 - Engineering			502.11000 (Cash)			\$531.00		
137510	03/09/2023	Open			Accounts Payable	Rodrigues, Steve	\$186.00		
	Invoice		Date	Description			Amount		
	TR 4746 Per Diem		03/02/2023	CAPC 46th Annual Training Symposium - Monterey - 3/12 to 3/16			\$186.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$186.00		
137511	03/09/2023	Open			Accounts Payable	Thomas, Roy and Diedre	\$489.25		
	Invoice		Date	Description			Amount		
	02/27/2023		02/27/2023	Material Refund of Safety Fence for 591 Birchwood Way			\$489.25		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$489.25		

Type Check Totals:
AP - Accounts Payable Totals

78 Transactions

\$1,511,431.72

Checks	Status	Count	Transaction Amount	Reconciled Amount
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Payment Register

From Payment Date: 3/3/2023 - To Payment Date: 3/9/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	78	\$1,511,431.72	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	78	\$1,511,431.72	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	78	\$1,511,431.72	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	78	\$1,511,431.72	\$0.00	
Grand Totals:					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	78	\$1,511,431.72	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	78	\$1,511,431.72	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	78	\$1,511,431.72	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	78	\$1,511,431.72	\$0.00	

Payment Register

From Payment Date: 3/10/2023 - To Payment Date: 3/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
137512	03/16/2023	Open			Accounts Payable	ABS DIRECT INC	\$7,000.00		
	Invoice		Date	Description		Amount			
	MP-20230314		03/14/2023	POSTAGE ADVANCE FOR APR/MAY 2023		\$7,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$7,000.00			
137513	03/16/2023	Open			Accounts Payable	AIR RESOURCES BOARD-PERP RENEWAL	\$1,600.00		
	Invoice		Date	Description		Amount			
	P-048617-060822		07/01/2022	PORTABLE EQUIPMENT REGISTRATION PROGRAM (PERP)		\$735.00			
	P-051557-060222		06/02/2022	PORTABLE EQUIPMENT REGISTRATION PROGRAM (PERP)		\$865.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,600.00			
137514	03/16/2023	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$260.70		
	Invoice		Date	Description		Amount			
	319		02/28/2023	OFFICE AND JANITORIAL SUPPLIES		\$260.70			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$260.70			
137515	03/16/2023	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$232.94		
	Invoice		Date	Description		Amount			
	3358		03/05/2023	VEHICLE # POLI3-1130		\$232.94			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$232.94			
137516	03/16/2023	Open			Accounts Payable	ANDY SOUZA MASONRY, INC.	\$17,400.00		
	Invoice		Date	Description		Amount			
	1391		03/07/2023	CONCRETE WORK AT SODERQUIST		\$17,400.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$17,400.00			
137517	03/16/2023	Open			Accounts Payable	Aramark Uniform Services	\$660.63		
	Invoice		Date	Description		Amount			
	25303621		02/10/2023	WQC - APEX JACKET		\$431.44			
	25296707		02/08/2023	WQC - APEX JACKET		\$229.19			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$660.63			
137518	03/16/2023	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$50.00		
	Invoice		Date	Description		Amount			
	00000021129		02/28/2023	SR03, 22-001 Acquisition Services 101 Wayside Dr- 2/1/23-2/28/23		\$50.00			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$50.00			
137519	03/16/2023	Open			Accounts Payable	AT&T MOBILITY	\$299.37		
	Invoice		Date	Description		Amount			
	7897X02272023		02/21/2023	WIRELESS CHARGES FOR FIRE IPADS - FEB 2023		\$299.37			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 3/10/2023 - To Payment Date: 3/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					110 - General Fund	110.11000 (Cash)	\$299.37		
137520	03/16/2023	Open			Accounts Payable	AT&T/SBC	\$71.28		
			Invoice	Date	Description		Amount		
			FIRE 3/3/23	03/01/2023	Acct# 233 841-5391 333 1/ Fire Dept		\$66.65		
			RELAY 3/1/23	03/01/2023	Acct# 248 134-2929 655 9/ California Relay Srvc TDD		\$4.63		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$71.28		
137521	03/16/2023	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$29,374.80		
			Invoice	Date	Description		Amount		
			673481	01/31/2023	Legal Services Jan 2023		\$29,374.80		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$28,598.84		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$477.28		
			420 - WATER		420.11000 (Cash)		\$298.68		
137522	03/16/2023	Open			Accounts Payable	Beacon Integrated Professional Resources, Inc	\$4,720.32		
			Invoice	Date	Description		Amount		
			202396	01/31/2023	SR01, 14-27 Intersect Improv Taylor Rd Walnut Rd- 1/1/23-1/31/23		\$622.85		
			202440	02/28/2023	SR01, 14-27 Inter Improv at Taylor Rd & Walnut Rd- 2/1/23-2/28/23		\$4,097.47		
			Paying Fund		Cash Account		Amount		
			215 - Streets - Grant Funded Projects		215.11000 (Cash)		\$4,720.32		
137523	03/16/2023	Open			Accounts Payable	BICSEC SECURITY INC	\$419.10		
			Invoice	Date	Description		Amount		
			201873	03/01/2023	SECURITY MONITORING AT TRAINING FACILITY 04/01/23 - 06/30/23		\$419.10		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$419.10		
137524	03/16/2023	Open			Accounts Payable	BONANDER TRUCKS	\$332.39		
			Invoice	Date	Description		Amount		
			264682	03/01/2023	VEHICLE # 1351		\$36.14		
			264668	02/28/2023	VEHICLE # 1351		\$69.48		
			264623	02/27/2023	VEHICLE # 1040PP		\$84.45		
			264745	03/03/2023	VEHICLE # 1351		\$142.32		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$247.94		
			426 - Transit		426.11000 (Cash)		\$84.45		
137525	03/16/2023	Open			Accounts Payable	BSK & ASSOCIATES	\$2,368.00		
			Invoice	Date	Description		Amount		
			0101698	02/28/2023	SR04, 19-51A Columbia Pool Demolition-2/1/23 - 2/28/23		\$2,368.00		
			Paying Fund		Cash Account		Amount		
			301 - Capital Improvements		301.11000 (Cash)		\$2,368.00		

Payment Register

From Payment Date: 3/10/2023 - To Payment Date: 3/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137526	03/16/2023	Open			Accounts Payable	CALIFORNIA RURAL WATER ASSOCIATION	\$1,507.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	02/14/2023		03/08/2023		CRWA Annual Membership Renewal 1/01/23 - 01/01/24		\$1,507.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$1,507.00		
137527	03/16/2023	Open			Accounts Payable	CDW LLC	\$3,113.55		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	GV45146		02/16/2023		2 Surface Pros for Muni		\$3,113.55		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$3,113.55		
137528	03/16/2023	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$10,732.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	74690		01/18/2023		CHAMPION - SENIOR CENTER		\$190.00		
	74759		01/24/2023		CHAMPION - OCTOBER 2022		\$5,011.00		
	74928		02/03/2023		CHAMPION - NOVEMBER		\$5,294.00		
	75189		02/23/2023		CHAMPION - PD		\$237.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$6,267.50		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,399.00		
	420 - WATER				420.11000 (Cash)		\$146.00		
	426 - Transit				426.11000 (Cash)		\$230.00		
	501 - Information Technology				501.11000 (Cash)		\$570.00		
	505 - Fleet				505.11000 (Cash)		\$120.00		
137529	03/16/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$516.31		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1238873022223		02/22/2023		SENIOR CENTER 2/22/23 - 3/21/23		\$72.98		
	0780628030123		03/01/2023		8203 13 001 0780628 / 244 N Broadway (PSF TV)		\$443.33		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$516.31		
137530	03/16/2023	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$679.36		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5148467301		03/07/2023		MEDICAL SUPPLIES FOR TRANSIT CENTER		\$123.80		
	5148467338		03/07/2023		MEDICAL SUPPLIES FOR PARKS		\$196.97		
	5148467394		03/07/2023		MEDICAL SUPPLIES FOR WATER		\$90.98		
	5148467362		03/07/2023		MEDICAL SUPPLIES FOR MECH & ELEC		\$62.90		
	5148467377		03/07/2023		MEDICAL SUPPLIES FOR OPS		\$157.66		
	5148467390		03/07/2023		MEDICAL SUPPLIES FOR FLEET		\$47.05		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	246 - Landscape Assessment				246.11000 (Cash)		\$196.97		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$220.56		
	420 - WATER				420.11000 (Cash)		\$90.98		
	426 - Transit				426.11000 (Cash)		\$123.80		
	505 - Fleet				505.11000 (Cash)		\$47.05		

Payment Register

From Payment Date: 3/10/2023 - To Payment Date: 3/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137531	03/16/2023	Open			Accounts Payable	Cloudburst Consulting Group, Inc.	\$12,782.00		
	Invoice		Date	Description		Amount			
	INV-0000010702		01/31/2023	Consulting Services for HOME-ARP funding		\$12,782.00			
	Paying Fund			Cash Account		Amount			
	259 - HOME-ARP			259.11000 (Cash)		\$12,782.00			
137532	03/16/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$6,765.12		
	Invoice		Date	Description		Amount			
	66969		01/01/2023	Unarmed Private Security Services for Transit-12/26/22-1/1/23		\$3,499.20			
	67296		03/05/2023	Unarmed Private Security Services for Transit -2/27/23-3/5/23		\$3,265.92			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$6,765.12			
137533	03/16/2023	Open			Accounts Payable	CULLIGAN INC	\$124.00		
	Invoice		Date	Description		Amount			
	02.28.23		02/28/2023	ACCT #180900 De-ionized water for WQC Lab 3/1/23-3/31/23		\$124.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$124.00			
137534	03/16/2023	Open			Accounts Payable	DUBLIN AUTOMOTIVE GROUP DBA TURLOCK CHRYSLER DODGE	\$685.72		
	Invoice		Date	Description		Amount			
	24012		02/23/2023	VEHICLE 1322		\$685.72			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$685.72			
137535	03/16/2023	Open			Accounts Payable	EQUIFAX	\$48.39		
	Invoice		Date	Description		Amount			
	2054500091		03/06/2023	EQUIFAX-CREDIT CHECK SERVICES		\$48.39			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$48.39			
137536	03/16/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$174.05		
	Invoice		Date	Description		Amount			
	8-063-48206		03/10/2023	SHIPPING CHARGES 3/10/23		\$174.05			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$174.05			
137537	03/16/2023	Open			Accounts Payable	GARTON TRACTOR INC	\$195.53		
	Invoice		Date	Description		Amount			
	P1164501		02/28/2023	VEHICLE 9014		\$195.53			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$195.53			
137538	03/16/2023	Open			Accounts Payable	GDR ENGINEERING INC	\$9,585.00		
	Invoice		Date	Description		Amount			
	28093		12/31/2022	SR09, 21-018 Lander Ave Rehabilitation-12/1/22-12/31/22		\$9,585.00			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$9,585.00			

Payment Register

From Payment Date: 3/10/2023 - To Payment Date: 3/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137539	03/16/2023	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$7,068.61		
			Date	Description		Amount			
	J3A2418		01/24/2023	DRINKING WATER WELLS		\$205.00			
	J3B0207		02/02/2023	WELL START UP - DW		\$195.00			
	J3B1510		02/15/2023	DRINKING WATER WELL ANALYSIS		\$30.95			
	BJ3B0702		02/07/2023	MONTHLY WASTEWATER SAMPLES		\$8.05			
	BJ3B0707		02/07/2023	MONTHLY LABORATORY DILUTION WATER		\$1.82			
	J3B2301		02/23/2023	MONTHLY WASTEWATER SAMPLES		\$122.04			
	J3B1309		02/13/2023	DOWNTOWN PCE REMEDIATION		\$1,512.00			
	J3B1419		02/14/2023	DRINKING WATER WELLS		\$319.19			
	J3B2113		02/21/2023	DRINKING WATER WELLS		\$319.19			
	J3A1104		01/11/2023	WATER CHARACTERIZATION MONITORING		\$4,028.40			
	J3B2808		02/28/2023	DRINKING WATER WELL ANALYSIS		\$326.97			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,160.31			
	420 - WATER			420.11000 (Cash)		\$2,908.30			
137540	03/16/2023	Open			Accounts Payable	GOMES PROPANE	\$221.05		
			Date	Description		Amount			
	12338		02/28/2023	GOMES - PROPANE FOR STREETS		\$90.43			
	12340		02/28/2023	GOMES - PROPANE FOR STREETS		\$74.35			
	12343		02/28/2023	GOMES - PROPANE FOR STREETS		\$56.27			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$221.05			
137541	03/16/2023	Open			Accounts Payable	Granberg & Associates	\$13,250.00		
			Date	Description		Amount			
	58		02/28/2023	SRWA Contract General Manger for 2022-23 for February 2023		\$13,250.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$13,250.00			
137542	03/16/2023	Open			Accounts Payable	GREEN HORIZON INC	\$240.00		
			Date	Description		Amount			
	37301		03/01/2023	LANDSCAPE MAINTENANCE - 901 High St Feb 2023		\$120.00			
	37302		03/01/2023	LANDSCAPE MAINTENANCE-1205 Lambert Feb 2023		\$120.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$120.00			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$120.00			
137543	03/16/2023	Open			Accounts Payable	HILMAR READY MIX	\$70.39		
			Date	Description		Amount			
	11928		02/15/2023	NODA CT		\$70.39			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$70.39			
137544	03/16/2023	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Randik Paper Co.	\$738.97		
			Date	Description		Amount			
	209880C		02/10/2023	JANITORIAL PAPER & CLEANING SUPPLIES - CREDIT		(\$54.76)			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	210102C		02/10/2023		JANITORIAL PAPER & CLEANING SUPPLIES - CREDIT		(\$32.11)		
	211173		02/15/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$523.28		
	211173-01		02/22/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$27.46		
	211345		02/22/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$275.10		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$738.97		
137545	03/16/2023	Open			Accounts Payable	KLEINFELDER INC	\$10,975.00		
	Invoice		Date	Description		Amount			
	001410883		12/31/2022	SR14, 22-038 Transitional Housing Study-12/1/22 - 12/31/22		\$3,275.00			
	001415747		01/31/2023	SR14, 22-038 Transitional Housing Study-1/1/23 - 1/31/23		\$7,700.00			
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$10,975.00		
137546	03/16/2023	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$24.85		
	Invoice		Date	Description		Amount			
	10942077		02/28/2023	Acct #9020101104 - Translation services for Police Department		\$24.85			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$24.85		
137547	03/16/2023	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$224.71		
	Invoice		Date	Description		Amount			
	38297542		03/06/2023	MARTIN MARIETTA - ASPHALT		\$133.88			
	38286260		03/03/2023	MARTIN MARIETTA - ASPHALT		\$90.83			
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$224.71		
137548	03/16/2023	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$20,204.16		
	Invoice		Date	Description		Amount			
	10136531		02/28/2023	1209 MC COY TRUCK TIRE SERVICE CENTER STATE CONTRACT BUS TIRES		\$6,350.72			
	10136529		02/28/2023	1209 MC COY TRUCK TIRE SERVICE CENTER STATE CONTRACT BUS TIRES		\$6,350.72			
	10136530		02/28/2023	1209 MC COY TRUCK TIRE SERVICE CENTER STATE CONTRACT BUS TIRES		\$6,350.72			
	10136532		02/28/2023	VEHICLE # 'S 105800 / 106200/ 106500		\$1,152.00			
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$20,204.16		
137549	03/16/2023	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$382.36		
	Invoice		Date	Description		Amount			
	AR919876		02/13/2023	Ink and Maint Cartridges for Engineering Cannon TX-3000MFP		\$382.36			
	Paying Fund				Cash Account		Amount		
	502 - Engineering				502.11000 (Cash)		\$382.36		

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137550	03/16/2023	Open			Accounts Payable	NAPA AUTO PARTS	\$2,044.54		
	Invoice		Date	Description		Amount			
	798656		02/14/2023	TRA15-1052PPP		\$2,044.54			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,044.54			
137551	03/16/2023	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$1,141.02		
	Invoice		Date	Description		Amount			
	03B0033242397		02/28/2023	5 GALLON NESTLE DRINKING WATER		\$153.61			
				ELECTRICAL MAINT 1/27/23-2/26/23					
	03C0033242363		03/08/2023	5 GALLON NESTLE DRINKING WATER UTILITIES		\$262.01			
				2.07.23-3.06.23					
	03C0033242330		03/08/2023	5 GALLON NESTLE DRINKING WATER FLEET		\$163.37			
				2.7.23-3.6.23					
	03C0033258518		03/08/2023	5 GALLON NESTLE DRINKING WATER		\$132.01			
				RESOURCES 2.07.23-3.06.23					
	03C0033242389		03/08/2023	5 GALLON NESTLE DRINKING WATER WAST		\$199.45			
				MGMT 2.7.23-3.6.23					
	03C0033309543		03/08/2023	5 GALLON NESTLE DRINKING WATER FACILITY		\$230.57			
				MAINT 2.7.23-3.6.23					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$115.28			
	246 - Landscape Assessment			246.11000 (Cash)		\$115.29			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$373.52			
	420 - WATER			420.11000 (Cash)		\$373.56			
	505 - Fleet			505.11000 (Cash)		\$163.37			
137552	03/16/2023	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$2,870.77		
	Invoice		Date	Description		Amount			
	8577-397005		02/28/2023	VEHICLE # 728		\$36.95			
	8577-397111		03/01/2023	VEHICLE # AD08-0439		\$8.38			
	8577-397121		03/01/2023	VEHICLE # ST99-4818		\$569.98			
	8577-396931		02/27/2023	Refund Ori Inv 390472		(\$47.80)			
	8577-396621		02/22/2023	Credit for Inv 395657		(\$23.90)			
	8577-396308		02/16/2023	Credit for Inv 396303		(\$47.80)			
	8577-397053		02/28/2023	VEHICLE # PK03-4		\$200.56			
	8577-397120		03/01/2023	VEHICLE # TRA18-1059PP		\$83.82			
	8577-397076		03/01/2023	VEHICLE # 0P20-6008		\$200.56			
	8577-397083		03/01/2023	VEHICLE # AD08-0439		\$321.64			
	8577-397089		03/01/2023	VEHICLE # AD08-0439		\$111.56			
	8577-397021		02/28/2023	VEHICLE # OP17-616		\$21.96			
	8577-396965		02/27/2023	VEHICLE # AD20-4779		\$71.65			
	8577-396991		02/28/2023	VEHICLE # EL09-602		\$73.54			
	8577-396887		02/27/2023	VEHICLE # 1315		\$200.56			
	8577-396889		02/27/2023	VEHICLE # TRA15-1042PPP		\$479.56			
	8577-397127		03/01/2023	Refund Ori Inv 397089		(\$74.91)			
	8577-397217		03/02/2023	VEHICLE # 1063		\$30.31			
	8577-397168		03/02/2023	VEHICLE # POL13-1122		\$39.25			
	8577-397119		03/01/2023	VEHICLE # TRA18-1059PP		\$299.68			
	8577-397148		03/01/2023	Refund Ori Inv 397111		(\$8.38)			
	8577-397181		03/02/2023	Refund Ori Inv 397119		(\$15.77)			

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	8577-397124		03/01/2023		VEHICLE # PK21-47815 / ST21-47815 / AD21-47815		\$53.90		
	8577-396620		02/22/2023		Ref # 665070		\$285.47		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$458.01		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$678.30		
	246 - Landscape Assessment				246.11000 (Cash)		\$465.86		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$319.63		
	420 - WATER				420.11000 (Cash)		\$71.37		
	426 - Transit				426.11000 (Cash)		\$877.60		
137553	03/16/2023	Open			Accounts Payable	NOBILE TRUCK ACCESSORIES INC	\$5,222.44		
	Invoice			Date	Description	Amount			
	309879		03/02/2023		SILVERADO TRUCK CAP - QUOTE#9164	\$5,222.44			
	Paying Fund				Cash Account	Amount			
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)	\$5,222.44			
137554	03/16/2023	Open			Accounts Payable	NOVA BUILDING & DESIGN	\$2,625.00		
	Invoice			Date	Description	Amount			
	1000		07/01/2022		Rehabilitation Consulting Services with Nova Building and Design	\$2,625.00			
	Paying Fund				Cash Account	Amount			
	257 - State HOME Funds				257.11000 (Cash)	\$2,625.00			
137555	03/16/2023	Open			Accounts Payable	OREILLY AUTO PARTS	\$318.08		
	Invoice			Date	Description	Amount			
	2800-297132		03/01/2023		AD08-0439	\$110.65			
	2800-297414		03/02/2023		TRA18-1059PP	\$165.02			
	2800-297733		03/03/2023		VEHICLE 678	\$42.41			
	Paying Fund				Cash Account	Amount			
	246 - Landscape Assessment				246.11000 (Cash)	\$110.65			
	420 - WATER				420.11000 (Cash)	\$42.41			
	426 - Transit				426.11000 (Cash)	\$165.02			
137556	03/16/2023	Open			Accounts Payable	P G & E	\$4,307.38		
	Invoice			Date	Description	Amount			
	COLUMBIA 3/3/23			03/03/2023	6180280303-3 / 600 Columbia St	\$8.11			
	HIGH 3/3/23			03/03/2023	0221941093-9 / 595 High St	\$8.11			
	R.BOESCH 3/3/23			03/03/2023	4388605407-1 / 275 N Orange	\$135.60			
	FIRE#3 3/7/23			03/07/2023	2087893140-9 / 501 E Monte Vista Ave	\$810.26			
	CITY HALL 3/9/23			03/09/2023	3254375586-5 / 156 S Broadway	\$1,051.92			
	FIRE#1 3/9/23			03/09/2023	3159594551-5 / 540 Marshall St	\$1,341.50			
	SENIOR 3/9/23			03/09/2023	2890831960-2 / 1191 Cahill St	\$951.88			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$4,307.38			
137557	03/16/2023	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$438.46		
	Invoice			Date	Description	Amount			
	058373997-3		02/21/2023		PIPE & PIPE FITTINGS	\$438.46			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$438.46			

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137558	03/16/2023	Open			Accounts Payable	PACIFIC PRODUCTS AND SERVICES LLC	\$5,855.21		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	31588		03/07/2023		PACIFIC PRODUCTS - TELES PAR		\$5,855.21		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$5,855.21		
137559	03/16/2023	Open			Accounts Payable	PALITTO CONSULTING SERVICES, INC	\$9,497.40		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	56045		03/13/2023		ANNUAL SUPPORT RENEWAL - IVR 4/1/23-3/31/24		\$9,497.40		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,748.70		
	420 - WATER				420.11000 (Cash)		\$4,748.70		
137560	03/16/2023	Open			Accounts Payable	PAUL'S PAINT COMPANY	\$167.78		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	99960		02/02/2023		VERSAFLAD BASE 5 GALLON		\$167.78		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$167.78		
137561	03/16/2023	Open			Accounts Payable	PROCLEAN SUPPLY	\$81.90		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	579278		03/06/2023		PROCLEAN - HINGE INSERTS STD		\$81.90		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$81.90		
137562	03/16/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$52,088.23		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	98826		02/28/2023		PCE groundwater monitoring/reporting Jan 1/23- Jan 31/23		\$52,088.23		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$52,088.23		
137563	03/16/2023	Open			Accounts Payable	QUAD KNOFF, INC.	\$199.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	117155		01/07/2023		20-13 Water and Sewer Main Exten-Golden State-12/11/22-1/7/23		\$199.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	421 - Water Line Construction				421.11000 (Cash)		\$199.00		
137564	03/16/2023	Open			Accounts Payable	R & S ERECTION INC	\$1,524.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	121562		02/21/2023		ST #31 - REPLACE CLUTCH PAD		\$1,524.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,524.00		
137565	03/16/2023	Open			Accounts Payable	REED INC, GEORGE	\$311.12		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	100292350		03/01/2023		REED - ASPHALT FOR STREETS		\$114.35		
	100292052		02/02/2023		REED - ASPHALT FOR STREETS		\$196.77		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$311.12		

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137566	03/16/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,380.77		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3031518198		03/01/2023		VEHICLE # 1059		\$630.03		
	3031508505		03/01/2023		VEHICLE # 1059		\$1,484.61		
	3031558785		03/03/2023		VEHICLE # 0439		\$266.13		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	246 - Landscape Assessment				246.11000 (Cash)		\$266.13		
	426 - Transit				426.11000 (Cash)		\$2,114.64		
137567	03/16/2023	Open			Accounts Payable	SAFE-T-LITE CO INC	\$535.97		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	387913		12/28/2022		SAFE-T-LITE - TURKEY TROT		\$535.97		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$535.97		
137568	03/16/2023	Open			Accounts Payable	SEEGERS PRINTING INC	\$3,201.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0140298-IN		11/22/2022		Engineering Business Cards-Gloria Aguilera		\$54.32		
	0140853-IN		02/28/2023		Blue/organic Recycling Guide bill insert		\$3,146.87		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	204 - SolidWaste/Recycle/PublicEducati				204.11000 (Cash)		\$3,146.87		
	502 - Engineering				502.11000 (Cash)		\$54.32		
137569	03/16/2023	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$136,143.55		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PP1/CP 20-038		03/07/2023		20-038 Signal Coord W Monte Vista, Gld St & Geer- 8/24/22-3/9/23		\$106,560.55		
	PP1/CP 20-039		03/09/2023		20-039 Traffic Signal Synchron on E Monte Vista- 8/24/22-3/9/23		\$29,583.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$136,143.55		
137570	03/16/2023	Open			Accounts Payable	STANISLAUS CO ENV RES	\$3,626.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	Well #38		02/01/2023		NOTICE OF VIOLATION - WELL #38		\$3,088.00		
	466623		03/02/2023		FACILITY ID# FAC00027		\$269.00		
	466624		03/02/2023		FACILITY ID# FAC00029		\$269.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$3,626.00		
137571	03/16/2023	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$37.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	Avila-1827Shadow		03/10/2023		Reconveyance Fees for Avila-1827 Shadow Park		\$37.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$18.50		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$18.50		
137572	03/16/2023	Open			Accounts Payable	STERICYCLE INC	\$225.08		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3006187164		10/01/2022		ST#1 - STERI-SAFE MONTHLY TREATMENT		\$25.00		
	3006148361		09/01/2022		ST#1 - STERI-SAFE MONTHLY TREATMENT		\$25.00		
	3006377369		03/01/2023		ST#4 - STERI-SAFE MONTHLY TREATMENT		\$25.00		

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	3006377370		03/01/2023		ST#2 - STERI-SAFE MONTHLY TREATMENT		\$25.00		
	3006377371		03/01/2023		ST#3 - STERI-SAFE MONTHLY TREATMENT		\$25.00		
	3006302144		01/01/2023		ST#1 - STERI-SAFE MONTHLY TREATMENT		\$25.00		
	3006225216		11/01/2022		ST#1 - STERI-SAFE MONTHLY TREATMENT		\$25.00		
	3006263419		12/01/2022		ST#1 - STERI-SAFE MONTHLY TREATMENT		\$25.08		
	3006377372		03/01/2023		ST#1 - STERI-SAFE MONTHLY TREATMENT		\$25.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$225.08		
137573	03/16/2023	Open			Accounts Payable	STORER TRANSIT SYSTEMS		\$181,141.66	
	Invoice		Date		Description		Amount		
	9300T		01/31/2023		Management and Operation of Turlock Transit Services-Jan 2023		\$181,141.66		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$181,141.66		
137574	03/16/2023	Open			Accounts Payable	STORMWIND LLC		\$2,490.00	
	Invoice		Date		Description		Amount		
	47043		01/17/2023		3 Additional Ultimate Access accounts		\$2,490.00		
	Paying Fund				Cash Account		Amount		
	501 - Information Technology				501.11000 (Cash)		\$2,490.00		
137575	03/16/2023	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC		\$650.00	
	Invoice		Date		Description		Amount		
	1380947		02/23/2023		HOME-ARP Amendment Ad# 4290		\$650.00		
	Paying Fund				Cash Account		Amount		
	259 - HOME-ARP				259.11000 (Cash)		\$650.00		
137576	03/16/2023	Open			Accounts Payable	TRIMAX MOWING SYSTEMS		\$73.69	
	Invoice		Date		Description		Amount		
	INV2013068		03/03/2023		SP20-4540		\$73.69		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$73.69		
137577	03/16/2023	Open			Accounts Payable	U.S. CAD		\$2,498.50	
	Invoice		Date		Description		Amount		
	INV55811		01/31/2023		Bluebeam Revu Standard 6 Additional Licenses		\$2,498.50		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$424.75		
	502 - Engineering				502.11000 (Cash)		\$2,073.75		
137578	03/16/2023	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC		\$50,448.93	
	Invoice		Date		Description		Amount		
	50910131		02/08/2023		SODIUM HYPOCHLORITE		\$7,957.19		
	50902846		02/03/2023		SODIUM HYPOCHLORITE		\$7,900.23		
	50870510		01/23/2023		SODIUM HYPOCHLORITE		\$7,646.16		
	50880878		01/26/2023		SODIUM HYPOCHLORITE		\$4,197.97		
	50893164		02/01/2023		SODIUM HYPOCHLORITE		\$7,562.65		
	50927928		02/15/2023		SODIUM HYPOCHLORITE		\$7,551.39		
	50963377		03/01/2023		SODIUM BISULFITE		\$7,633.34		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$50,448.93		

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137579	03/16/2023	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,367.02		
	Invoice		Date	Description		Amount			
	0131803230301		03/01/2023	Acct #131803 - Transit Center telephone		\$655.10			
	0128444230301		03/01/2023	Acct #128444 - Public Safety internet service		\$711.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$711.92			
	426 - Transit			426.11000 (Cash)		\$655.10			
137580	03/16/2023	Open			Accounts Payable	Vincent Communications Inc.	\$3,492.19		
	Invoice		Date	Description		Amount			
	85649		02/17/2023	BK MOBILE RADIO		\$3,492.19			
	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$3,492.19			
137581	03/16/2023	Open			Accounts Payable	VWR INTERNATIONAL INC	\$236.91		
	Invoice		Date	Description		Amount			
	8812245463		03/02/2023	BDH BUFFER PH 4 RED, PH 7 YELLOW, PH 10 BLUE, BRUSH BOTTLE		\$229.85			
	8812240136		03/02/2023	BRUSH CYLINDER/BOTTLE LARGE 50 CM		\$7.06			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$7.06			
	420 - WATER			420.11000 (Cash)		\$229.85			
137582	03/16/2023	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$3,035.25		
	Invoice		Date	Description		Amount			
	00339.10-12		02/14/2023	NPDES COMPLIANCE SERVICES THROUGH 1/31/2023		\$3,035.25			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,035.25			
137583	03/16/2023	Open			Accounts Payable	WARDEN'S OFFICE INC	\$4,186.41		
	Invoice		Date	Description		Amount			
	62544-0		02/28/2023	OFFICE CHAIRS		\$996.09			
	61666-0		01/31/2023	Delivery and Installation for IT Extension		\$3,190.32			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$996.09			
	501 - Information Technology			501.11000 (Cash)		\$3,190.32			
137584	03/16/2023	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$531.58		
	Invoice		Date	Description		Amount			
	847923811		03/01/2023	ONLINE SOFTWARE SUBSCRIPTION FOR 02/01/23 - 02/28/23		\$265.79			
	847765318		02/01/2023	ONLINE SOFTWARE SUBSCRIPTION FOR 01/01/23 - 01/31/23		\$265.79			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$531.58			
137585	03/16/2023	Open			Accounts Payable	WILLEY PRINTING CO	\$1,529.67		
	Invoice		Date	Description		Amount			
	146431		03/01/2023	Miranda Warning Scratch Pads		\$1,529.67			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,529.67			

Payment Register

From Payment Date: 3/10/2023 - To Payment Date: 3/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137586	03/16/2023	Open			Accounts Payable	Allison, Gavin	\$130.00		
			Invoice	Date	Description		Amount		
			TR 4767 Per Diem	02/13/2023	Less Lethal Instructor - Camarillo, CA - 3/19 to 3/21		\$130.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$130.00		
137587	03/16/2023	Open			Accounts Payable	Argueta, Tony	\$640.00		
			Invoice	Date	Description		Amount		
			TR 4776 Per Diem	02/13/2023	Supervisory Course - Milpitas, CA - 3/19 to 3/31		\$640.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$640.00		
137588	03/16/2023	Open			Accounts Payable	Avila, Erik and Evelyn	\$36.20		
			Invoice	Date	Description		Amount		
	03/10/2023			03/10/2023	Reimbursemet for overpayment of loan payoff. 1827		\$36.20		
			Paying Fund		Shadow Park Dr		Amount		
			255 - CDBG		255.11000 (Cash)		\$18.10		
			256 - Stanislaus Housing Consortium		256.11000 (Cash)		\$18.10		
137589	03/16/2023	Open			Accounts Payable	CARRASCO, FRANCISCO	\$501.00		
			Invoice	Date	Description		Amount		
			2023-00148169	02/14/2023	Refund for Tow Service Owner Report		\$501.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$501.00		
137590	03/16/2023	Open			Accounts Payable	CRUZ, FELIPE	\$1,000.00		
			Invoice	Date	Description		Amount		
			12878226	02/06/2023	FACILITY DEPOSIT REFUND		\$1,000.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$1,000.00		
137591	03/16/2023	Open			Accounts Payable	EARN, GINA	\$100.00		
			Invoice	Date	Description		Amount		
			2023-84487	03/08/2023	A/C REFUND		\$100.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$100.00		
137592	03/16/2023	Open			Accounts Payable	Gutierrez, Juan	\$70.00		
			Invoice	Date	Description		Amount		
			054943	03/02/2023	TR 4784 - Parking		\$70.00		
			Paying Fund		Cash Account		Amount		
			426 - Transit		426.11000 (Cash)		\$70.00		
137593	03/16/2023	Open			Accounts Payable	National Training Concepts, Inc.	\$315.00		
			Invoice	Date	Description		Amount		
			TR 4767 Tuition	02/13/2023	Less Lethal Instructor - Camarillo, CA - 3/19 to 3/21		\$315.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$315.00		
137594	03/16/2023	Open			Accounts Payable	NWando, Chukwuemeka	\$1,050.00		
			Invoice	Date	Description		Amount		
			TR 4772 Per Diem	02/13/2023	Use of Force Instructor - Whittier, CA - 3/20 to 4/21		\$1,050.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$1,050.00		

Payment Register

From Payment Date: 3/10/2023 - To Payment Date: 3/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
137595	03/16/2023	Open			Accounts Payable	ROGERS, WAYNE	\$100.00		
	Invoice		Date	Description		Amount			
	43913153135		02/06/2023	TRAINING REIMBURSEMENT		\$100.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$100.00			
137596	03/16/2023	Open			Accounts Payable	Ward Promotional Marketing Solutions, Inc	\$446.13		
	Invoice		Date	Description		Amount			
	63133		03/01/2023	Insulated Water proof Tech Jackets-3/1/23		\$446.13			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$446.13			
137597	03/16/2023	Open			Accounts Payable	WILLIAMS, Casey	\$100.00		
	Invoice		Date	Description		Amount			
	43912976913		02/08/2023	TRAINING REIMBURSEMENT		\$100.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$100.00			
137598	03/16/2023	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$937,549.33		
	Invoice		Date	Description		Amount			
	03/16/2023		03/16/2023	Annual Payment,Contract#11833-5602-110/11833-550		\$937,549.33			
				-0 Harding					
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$937,549.33			

Type Check Totals:
AP - Accounts Payable Totals

87 Transactions

\$1,593,659.52

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$1,593,659.52	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	87	\$1,593,659.52	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$1,593,659.52	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 3/10/2023 - To Payment Date: 3/16/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		0 \$0.00	\$0.00	
					Stopped		0 \$0.00	\$0.00	
					Total		87 \$1,593,659.52	\$0.00	
Grand Totals:									
					Checks				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		87	\$1,593,659.52	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		87	\$1,593,659.52	\$0.00
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		87	\$1,593,659.52	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		87	\$1,593,659.52	\$0.00

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE	}	RESOLUTION NO. 2023-XXX
WEEKLY DEMANDS OF 03/09/2023	}	
IN THE AMOUNT OF \$1,511,431.72, AND	}	
03/16/2023 IN THE AMOUNT OF	}	
<u>\$1,593,659.52</u>	}	

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:
03/09/2023	\$1,511,431.72
03/16/2023	\$1,593,659.52

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March, 2023, by the following vote:

AYES:	()
NOES:	()
NOT PARTICIPATING:	()
ABSENT:	()

ATTEST:

Julie Christel, City Clerk
City of Turlock, County of Stanislaus,
State of California

City Council Meeting Minutes



February 14, 2023

6:00 p.m.

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

And Via Telephone:

Portola Hotel at Monterey Bay

Two Portola Plaza, Monterey, CA 93940

831-649-4511

CALL TO ORDER

Mayor Bublak called the meeting to order at 6:00 p.m.

SALUTE TO THE FLAG

ROLL CALL AND DECLARATION OF CONFLICTS

Present: Councilmembers Cassandra Abram, Kevin Bixel, Rebecka Monez, Vice Mayor Pam Franco, and Mayor Amy Bublak.
Absent: None

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
None	None	None	None	None

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

Vice Mayor Franco requested to amend the agenda to move public participation to after Action Item 8D.

Action: Motion by Vice Mayor Franco, seconded by Councilmember Bixel, to approve the agenda as amended. Motion carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS

A. Presentation: Certificate of Recognition to Audrey Gemperle for earning the rank of Eagle Scout

Mayor Bublak presented a certificate to Audrey Gemperle in recognition of earning the rank of Eagle Scout.

B. Proclamation: Tim Redd, Retirement

Mayor Bublak presented a proclamation in honor of Tim Redd's retirement from the Turlock Police Department.

C. Briefing: Amendment to Turlock Municipal Code (TMC) Title 5, Chapter 20, Camping on Public Property Ordinance and Turlock Municipal Code (TMC) Title 5, Chapter 6, Sidewalk Displays Ordinance (*Petrulakis*)

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City Attorney Petrulakis provided a presentation on amendments to the Turlock Municipal Code Title 5, Chapter 20, Camping on Public Property Ordinance and Title 5, Chapter 6, Sidewalk Displays. He explained the amendment to the camping ordinance would enhance the unlawful camping laws by adding prohibitions on unlawful camping near locations where children congregate, namely daycare centers, schools and playgrounds. He stated some questions related to this are whether the 600' requirement is appropriate and whether there were other land uses which should be mentioned in addition to the three listed. Regarding the amendment to Turlock Municipal Code Title 5, Chapter 6, Sidewalk Displays Ordinance, he stated the amendment addressed obstructed sidewalks during business hours and prohibited obstruction of commercial sidewalks during certain specified times.

City Attorney Petrulakis stated that staff is requesting input from the City Council on these amendments.

City Council discussed this item with City Attorney Petrulakis and City staff.

Mayor Bublak opened this item for public comment. The following members of the public provided comment:

Milt Trieweiler
Mary Jackson
Ramon Rodriguez
Ryan Taylor

With no further comment, Mayor Bublak closed public comment.

Councilmember Abram expressed concerns that the commercial sidewalk ordinance was written too broadly and would rather see the ordinance tailored to the issue of obstructing the sidewalks and maintaining public access to buildings, sidewalks, etc. She does not feel the City should prevent people from being in public spaces if they are not inhibiting or impeding the access of someone else. In regards to the unlawful camping ordinance, she requested to see what areas were included in the 600' radius of the sensitive areas mentioned earlier.

Vice Mayor Franco stated she would like to see these ordinances be applied city-wide.

3. PUBLIC PARTICIPATION

Public Participation was moved to after Action Item 8D.

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

Action: Motion waiving reading of all ordinances on the Agenda, except by title. Motioned by Vice Mayor Franco, seconded by Councilmember Abram, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

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5. CONSENT CALENDAR

Mayor Bublak noted that there was a correction to Consent Item 5B.

- A. Resolution 2023-031: Accepting the Weekly Demands of 1/19/2023 in the amount of \$8,792,147.16, 1/26/2023 in the amount of \$1,565,119.77, and 2/2/2023 in the amount of \$,064,763.74
- B. Motion: Accepting Minutes of the 01/10/2022 Regular City Council Meeting
- C. Resolution 2023-032: Approving Amendment No. 2 to City Contract 2020-3 with Champion Industrial Contractors, Inc. for preventive maintenance, filter change-out, and repair services for HVAC units for City-owned and leased buildings, in the amount of \$125,000 and bringing the not-to-exceed compensation amount to \$625,000 (*Schulze*)
- D. Resolution 2023-033: Accepting up to \$30,500 of available funds under the Senior Nutrition Infrastructure Grant and authorizing the City Manager to execute any agreements relative to the Senior Nutrition Infrastructure Grant and appropriating \$30,500 to Revenue Account Number 270-61-635-420.35720 "Revenue" and \$30,500 to Expense Account Number 270-61-635-420.44001_000 "Supplies-General" for reimbursable expenses relative to the Senior Nutrition Infrastructure Grant (*Schulze*)
- E. Resolution 2023-034: Awarding RFP No. 2022-020 and approving an agreement for services with Telcion Communications Group for the SCADA Network Infrastructure Replacement for the Municipal Services Department in the total compensation amount not to exceed \$215,000 which includes a 10% contingency (*Goodman*)
- F. Resolution 2023-035: Authorizing the City Manager to amend the agreement with Mid Valley IT and appropriate \$50,000 from fund 501 "Information Technology" account 501-10-130.430060_000 "Contract Services" from unrestricted reserves to continue to provide Information Technology operational management support (*Loehr*)
- G. Resolution 2023-036: Accepting a donation to the City of Turlock Police Department K-9 Program from Corson Foundation for Canine Specialty not to exceed \$37,000, and appropriating said funds to revenue account number 266-20-255-346.37200_000 "Donations General" and expense account number 266-20-255-346.47115 "K-9 Expenses" in Fund 266 "Police Services Grants" in support of the purchase of two police service dogs and necessary training (*Hedden*)
- H. Resolution 2023-037: Accepting an allocation of funds to administer the Federal FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$32,053, and appropriating said funds to account number 266-20-255-341.35720_012 "Revenue JAG Grant 15PBJA-22-GG-02516-JAGX" and account number 266-20-255-341.51107_012 "JAG Expenses 15PBJA-22-GG-02516-JAGX" in Fund 266 "Police Services Grants" (*Hedden*)

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- I. Resolution 2023-038: Approving the employment of a CalPERS Annuitant (Interim Housing Program Manager) pursuant to CalPERS Requirements (*Dhami*)
- J. Resolution 2023-039: Approving a Memorandum of Understanding between California State University Stanislaus and the City of Turlock to become a formal CareerReadyU employer partner (*Dhami*)

Action: Motion by Vice Mayor Franco, seconded by Councilmember Abram, to adopt the Consent Calendar and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

6. FINAL READINGS

None

7. PUBLIC HEARINGS

- A. Introduction and first reading of an Ordinance repealing and replacing Turlock Municipal Code (TMC) Title 5, Chapter 4, Article 06, Social Host Liability, regulating parties and events involving underage drinking of alcoholic beverages and ingestion of cannabis (*Hedden*)

Police Chief Hedden provided an introduction and first reading of an ordinance repealing and replacing Turlock Municipal Code Title 5, Chapter 4, Article 6, Social Host Liability. He provided the updates to the ordinance which included updated administrative fines and added language to include cannabis.

Mayor Bublak opened the item for public comment. The following individuals provided comment:

Ryan Taylor
Ramon Rodriguez

With no further comment, Mayor Bublak closed public participation. Chief Hedden addressed questions presented by the public.

There was discussion on changing the language under B. Definitions, Section 2, "...and any other product of cannabis that can be smoked or ingested" to read "and any other product of cannabis that can be consumed in any form."

Action: Motion: Introduce and provide first reading of an Ordinance repealing and replacing Turlock Municipal Code (TMC) Title 5, Chapter 4, Article 06, Social Host Liability, regulating parties and events involving underage drinking of alcoholic beverages and ingestion of cannabis to include the amended language of "consumed in any form" as introduced by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

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- B. Introduction and first reading of an Ordinance amending Turlock Municipal Code (TMC) Title 4, to add Chapter 20, Spectators Prohibited at Street Races and Reckless Driving Exhibitions (*Hedden*)

Turlock Police Department Captain Pacheco introduced and conducted the first reading on an ordinance amending Turlock Municipal Code (TMC) Title 4, to add Chapter 20, Spectators Prohibited at Street Races and Reckless Driving Exhibitions. Captain Pacheco stated that language was added to the ordinance to include the prohibition of spectators at sideshows and discussed the areas of town where this type of activity frequently occurs, the types of issues these activities create, and the dangers of enforcement.

Captain Pacheco responded to questions from the City Council.

Mayor Bublak opened the item for public comment. The following individuals provided comment:

Milt Trieweiler
Ramon Rodriguez
Ryan Taylor
Mary Jackson

With no further comment, Mayor Bublak closed public participation. Captain Pacheco and City Attorney Petrulakis addressed questions presented by the public.

Action: *Motion:* Introduce and conduct first reading of an Ordinance amending Turlock Municipal Code (TMC) Title 4, to add Chapter 20, Spectators Prohibited at Street Races and Reckless Driving Exhibitions as introduced by Vice Mayor Franco, seconded by Councilmember Abram and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- C. Introduction and first reading of an Ordinance approving a Development Agreement by and between the City of Turlock and Evergreen Market Turlock, Inc. located at 101 E Glenwood Avenue, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 044-022-013 (*Quintero*)

Development Services Director Quintero introduced and conducted the first reading on an ordinance approving a Development Agreement by and between the City of Turlock and Evergreen Market Turlock, Inc. She briefly reviewed the history of the original Development Agreement request and discussed the current application process. Director Quintero stated the proposed agreement required a five (5) year term and a public benefit amount of no less than \$25,000 per month, or 5.25% of gross receipts, on a monthly basis during the first year of operation with a minimum monthly amount increasing \$5,000 per month annually afterward.

Director Quintero noted items that had been updated from the original Development Agreement which included updated language to the definitions to reflect changes that had occurred within state law, the deposit amount Evergreen paid, and in regards to Section 2.3, the time the

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business needed to be operational was changed, at the request of Evergreen, from six (6) months to twelve (12) months. She stated that a new section was added to the agreement to acknowledge that Evergreen would not use the existing pole sign located on the property.

Director Quintero, City Attorney Petrulakis and Finance Director Moreno responded to questions from the City Council.

Ariana Van Alstine, attorney for Evergreen, addressed questions posed by the City Council.

Mayor Bublak opened the item for public comment and the following individuals spoke:

Mary Jackson

With no further comment, Mayor Bublak closed public comment.

Director Quintero and City Attorney Petrulakis responded to questions from the public.

Action: Motion: Introduce and conduct first reading of an Ordinance approving a Development Agreement by and between the City of Turlock and Evergreen Market Turlock, Inc. located at 101 E Glenwood Avenue, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 044-022-013 as introduced by Vice Mayor Franco, seconded by Councilmember Abram, and carried 4/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	No

8. ACTION ITEMS

- A. Approving a Memorandum of Understanding (MOU) between the City of Turlock and the City of Modesto for formalized fleet maintenance services (*Jelinek*)

Chief Harcksen provided a staff report regarding the approval of a Memorandum of Understanding between the City of Turlock and the City of Modesto for formalized fleet maintenance services. He reviewed the services to be included for City of Turlock fire apparatus and discussed the benefits to the City if the agreement was approved.

Mayor Bublak opened the item for public comment and with no comment received, closed the public comment period.

Action: Resolution 2023-040: Approving a Memorandum of Understanding (MOU) between the City of Turlock and the City of Modesto for formalized fleet maintenance services as introduced by Vice Mayor Franco, seconded by Councilmember Abram, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

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- B. Adopting amendments to the Fiscal Year 2022-2023 Budget as a result of the mid-year budget review (*Moreno*)

Finance Director Moreno provided a presentation on the mid-year budget review for fiscal year 2022-2023. He reviewed the General Fund, discussed sales tax revenue, and talked about the General Fund Reserve. He anticipated bringing the financial statements next month along with a fiscal reserve policy for City Council’s review.

Director Moreno responded to questions from the City Council.

Mayor Bublak opened the item for public comment. The following individuals spoke:

Milt Trieweiler

Director Moreno and City Manager Wilson responded to questions from the public.

Action: *Resolution 2023-041*: Adopting amendments to the Fiscal Year 2022-2023 Budget as a result of the mid-year budget review as motioned by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- C. Authorizing the City Manager to identify appropriate financing structure for Roads Program and develop Financing Team (*Moreno*)

Finance Director Moreno provided a staff report presentation regarding identifying a financing structure for the Roads Program and request to develop a financing team. He reviewed the 2022 Pavement Management Report, provided a recap of the City’s Road Program status, and discussed the purpose of the team would be to strategize and develop a plan for future financing structures, program procurement and implementation, and financing for that program.

Director Moreno responded to questions from the City Council.

Mayor Bublak opened the item for public comment and comment was received from the following individuals:

Milt Trieweiler

With no further comment, Mayor Bublak closed public comment.

Director Moreno responded to questions from the public.

Action: *Motion*: Authorizing the City Manager to identify appropriate financing structure for Roads Program and develop Financing Team as motioned by Vice Mayor Franco, seconded by Councilmember Abram, and passed 5/0 by the following vote:

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Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- D. Approving stand-alone City Council Policy and Procedure titled “Speakers at Meetings – Public” to begin the replacement of the suspended City Elected and Appointed Officials Handbook (*Petrulakis*)

City Attorney Petrulakis provided a staff report presentation on a stand-alone City Council Policy and Procedure titled “Speakers at Meetings – Public.” He discussed revisions of previous Council Handbooks and the benefits of using stand-alone policies. He also provided an overview of the “Speakers at Meetings – Public” policy.

City Attorney Petrulakis responded to questions from the City Council.

Mayor Bublak opened the item for public comment and comment was received from the following individuals:

Milt Triewailer
Mary Jackson

With no further comment, Mayor Bublak closed public comment.

There was discussion regarding the time limit for public comment, the creation of an email address where the public can submit written comment to, and where public comment could be on the agenda.

City Attorney Petrulakis responded to comments from the City Council.

Action: Motion: Approving stand-alone City Council Policy and Procedure titled “Speakers at Meetings – Public” to begin the replacement of the suspended City Elected and Appointed Officials Handbook as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 3/2 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
No	No	Yes	Yes	Yes

PUBLIC PARTICIPATION

Mayor Bublak opened Public Participation and the following members of the public spoke:

Milt Triewailer
Mary Jackson

With no further comment, Mayor Bublak closed Public Participation.

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9. CITY MANAGER REPORTS/UPDATES

A. 2022 Pothole Repairs (*Schulze*)

Public Works Director Schulze provided a brief update on pothole repairs. He provided information on the number of staff available for repairing potholes, explained how potholes were repaired, and reviewed data on the number of potholes repaired in 2022. He also shared how the public can report potholes on the City's website.

Director Schulze and Director Loehr responded to questions from the City Council.

B. Housing Funding Update (*Quintero*)

Development Services Director Quintero provided information the HOME ARP Allocation Plan. She provided an overview of the Allocation Plan, discussed stakeholder consultations, gaps identified through those consultations, and using HOME-ARP for primarily for affordable housing and supportive services.

Mayor Bublak opened the item for public comment and with none, closed public comment.

Director Quintero responded to questions from the City Council.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

None.

11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Vice Mayor Franco congratulated Tim Redd on his retirement, announced that signs were put up regarding panhandling, and welcomed Bill Fagan.

City Manager Wilson added that two panhandling signs were up with four more coming.

Mayor Bublak shared that she and the City Clerk performed marriage ceremonies at the McHenry Mansion.

12. CLOSED SESSION

City Clerk Christel announced the closed session titles.

A. Conference with Labor Negotiators - California Government 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."

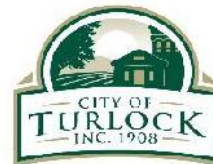
Agency Designated Representative: Deputy City Manager Sarah Eddy

Employee Organization: Turlock Management Association – Public Safety

Employee Organization: Turlock Firefighters Association – Local 2434

City Council Staff Report

March 28, 2023



From: Dale Goodman, Municipal Services Director

Prepared by: Dawn Gillenwater, Staff Services Assistant

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Awarding RFP No. 2022-030 and approving an agreement with Don Pedro Pump, Inc. in a form approved by the City Attorney, for pump repairs at the Turlock Regional Water Quality Control Facility, City well sites and Stanislaus Regional Water Authority Water Treatment Facility, for a period of three (3) years, with an option to extend the Agreement for one (1) additional three-year term, in an amount not to exceed \$250,000 annually, for a maximum total compensation not to exceed \$1,500,000 over the 6-year term of the Agreement, if all renewal periods are exercised, to be paid from fund 410-51-534.44110 "WQC Pump Maintenance" and fund 420-52-551.43550 "Well Pump Repair"

2. SYNOPSIS:

Awarding RFP No. 2022-030 and approving an agreement with Don Pedro Pump, Inc. for water, sewer and storm pump repair and preventative maintenance at the Regional Water Quality Control Facility (RWQCF) and City Well Sites.

3. DISCUSSION OF ISSUE:

Staff is recommending authorization to award Request of Proposal (RFP) 2022-030 and Contract No. 2023-81 to Don Pedro Pump, Inc. of Hughson, CA, as the responsible bidder meeting all specifications and requirements.

The City of Turlock's Municipal Services Department operates the City of Turlock's drinking water, sewer and storm drain systems. Currently, the utility systems related to this contract includes twenty (20) drinking water well sites, three (3) drinking water storage tanks, twenty-three (23) active storm pump stations, twenty-three (23) sewer lift stations and the wastewater treatment facility. The drinking water system delivers up to 40 million gallons per day to our 19,635 water connections. The wastewater system collects and treats wastewater from the region and conveys up to 12 million gallons per day of recycled water to the Delta Mendota Canal located in the City of

Patterson. The entire water/wastewater system consist of more than one-hundred (100) pumps ranging between 500 and 10,000 gallons per minute. Failure of these components could result in loss of service to our customers and/or noncompliance with the California State Water Resources Control Board.

The Municipal Services Department performs most of the pump preventative maintenance tasks in-house and this service contract is reserved to handle more difficult/time consuming task which staff is not qualified to perform. The department will utilize the pump service contract to remove large pumps with specialized equipment, inspect and reinstall. The contractor will service and repair as needed with the authorization of City staff.

In 2022, the Municipal Services Department spent \$80,000 rebuilding two (2) drinking water wells. Based on the success of these projects, the department plans to rebuild five (5) more wells over the next two (2) years and estimates the total project cost at \$250,000. In addition to routine maintenance and repairs the service contract will also cover the rehab projects mentioned above. Once constructed, the Stanislaus Regional Water Authority (SRWA) Water Treatment Facility will also utilize this contract for routine pump maintenance and repairs. Staff is recommending compensation that will cover the needs of both agencies.

Some of the pumps with the water/wastewater system provide operations of critical infrastructure and a sufficient contract is imperative to return these pumps back to service as soon as possible to maintain service to our customers.

The Purchasing Division issued Request for Proposal (RFP) 22-030 for pump repair services on various sites. Multiple vendors were solicited. Two (2) vendors submitted bids. This RFP was not based solely on price, but qualifications and experience.

1. Don Pedro Pump, Inc.
2. Howk Systems

4. BASIS FOR RECOMMENDATION:

- A. Pursuant to the Turlock Municipal Code, City Council approval of the agreement is required prior to execution of the contract with a consultant.
- B. The City of Turlock is required to maintain the pumps for the water and sewer assets.
- C. Don Pedro Pump, Inc offers extensive expertise and experience providing pump services.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: 410-51-534.44110 "WQC Pump Maintenance"
420-52-551.43550 "Well Pump Repair"

The total contract amount is \$1,500,000 over six (6) years.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

NA

8. ALTERNATIVES:

A. Do not approve this Agreement. This alternative is not recommended as this may create non-compliance with the State and Federal requirements. This service needs specialized tools and equipment and cannot be undertaken by City staff.

9. ATTACHMENTS:

A: Draft Resolution
B: Agreement with Don Pedro Pump, Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AWARDING RFP NO. 2022-030 }
 AND APPROVING AN AGREEMENT WITH DON }
 PEDRO PUMP, INC. IN A FORM APPROVED BY }
 THE CITY ATTORNEY, FOR PUMP REPAIRS AT }
 THE TURLOCK REGIONAL WATER QUALITY }
 CONTROL FACILITY, CITY WELL SITES AND }
 STANISLAUS REGIONAL WATER AUTHORITY }
 TREATMENT FACILITY, FOR A PERIOD OF THREE }
 (3) YEARS, WITH AN OPTION TO EXTEND THE }
 AGREEMENT FOR ONE (1) ADDITIONAL }
 THREE-YEAR TERM, IN AN AMOUNT NOT TO }
 EXCEED \$250,000 ANNUALLY, FOR A MAXIMUM }
 TOTAL COMPENSATION NOT TO EXCEED }
 \$1,500,000 OVER THE 6-YEAR TERM OF THE }
 AGREEMENT, IF ALL RENEWAL PERIODS ARE }
 EXERCISED, TO BE PAID FROM FUND }
 410-51-534.44110 "WQC PUMP MAINTENANCE" }
 AND FUND 420-52-551-43550 "WELL PUMP }
 REPAIR" }

RESOLUTION NO. 2023-

WHEREAS, the Purchasing Division issued Request for Proposal (RFP) 2022-030 for pump repairs at the Turlock Regional Water Quality Control Facility and City Well Sites; and

WHEREAS, two (2) vendors submitted bids. Don Pedro Pump, Inc. was the lowest and responsible bidder; and

WHEREAS, the Municipal Services Department utilizes a pump repair service to remove large pumps with specialized equipment, then inspect and repair them as needed. The pumps are re-installed and tested for proper operation with City representatives present.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby award RFP No. 2022-030 and approves an Agreement with Don Pedro Pump, Inc. in a form approved by the City Attorney, for pump repairs at the Turlock Regional Water Quality Control Facility, City well sites and Stanislaus Regional Water Authority Treatment Facility, for a period of three (3) years, with an option to extend the Agreement for one (1) additional three-year term, in an amount not to exceed \$250,000 annually, for a maximum total compensation not to exceed \$1,500,000 over the 6-year term of the Agreement, if all renewal periods are exercised, to be paid from fund 410-51-534.44110 "WQC Pump Maintenance" and fund 420-52-551-43550 "Well Pump Repair"

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March, 2023, by the following vote.

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

 Julie Christel, City Clerk,
 City of Turlock, County of Stanislaus,
 State of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
DON PEDRO PUMP, INC.
for
PUMP REPAIRS AT THE TURLOCK REGIONAL WATER QUALITY CONTROL
FACILITY AND CITY WELL SITES**

City Contract No. 2023-81

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and DON PEDRO PUMP, INC., a California company (“Service Provider”), on this 28th day of March 2023 (the “Effective Date”). City and Service Provider 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 Service Provider services to assist City with the Water, Sewer and Storm Pump Repair and Preventative Maintenance (the “Project”).

B. Service Provider has made a proposal to City to provide such Service Provider services. A description of the services Service Provider 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 Service Provider 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 Service Provider for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

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 53 of this Agreement, Sections 1 through 53 shall prevail

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 27th day of March, 2026 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for one (1) additional three (3) year term, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager and Service Provider thirty (30) days prior to the expiration of this Agreement.

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Service Provider 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”). Service Provider shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. 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 Service Provider’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Service Provider and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Service Provider 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.

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

(a) Service Provider 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 Service Provider'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 Service Provider's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Service Provider'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.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Service Provider Services. City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider 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 Service Provider'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 Service Provider shall not exceed One Million Five Hundred Thousand and No/100ths Dollars (\$1,500,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

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

6.4. Invoices. Service Provider shall provide City with monthly invoices sufficiently evidencing Service Provider's expenses and completion of the Services. All invoices furnished to City by Service Provider shall be in a form approved by City. The payments specified shall be the only payments made to Service Provider for performance of the Services, including compensation for any Modification. Service Provider 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.

7. Notice to Proceed. Service Provider shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

8. Time of Performance. Service Provider warrants that it will commence performance of the Services within one (1) calendar day 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.

9. City Assistance to Service Provider. [Intentionally Omitted]

10. Time and Personnel Devoted to Services. Service Provider 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.

11. Performance by Qualified Personnel; No Subcontracting. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Service Provider. Service Provider 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 Service Provider. Service Provider 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.

12. Representations of Service Provider. City relies upon the following representations by Service Provider in entering into this Agreement:

12.1. Qualifications. Service Provider 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. Service Provider shall also ensure that all subcontractors are similarly licensed and qualified. Service Provider and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Service Provider represents and warrants to City that Service Provider shall, at Service Provider'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 Service Provider to practice Service Provider's profession at the time the Services are rendered.

12.2. Service Provider Performance. Service Provider 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 providers of the Services to be provided. Service Provider shall adhere to accepted Service Provider standards as set forth by relevant Service Provider associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted Service Provider customs, procedures and standards for such Services. Service Provider agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Service Provider shall re-perform or replace unsatisfactory Service at no additional expense to City.

12.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Service Provider, 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 Service Provider 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.

12.4. 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 Service Provider 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.

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

13. Conformity with Law and Safety. Service Provider 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 Service Provider must be in accordance with these laws, ordinances, codes and regulations. Service Provider'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, Service Provider shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Service Provider 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 Service Provider's subcontractor, if any; (c) name and address of Service Provider'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, Service Provider shall immediately notify City. Service Provider shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

14. Confidentiality. Service Provider understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Service Provider 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").

Service Provider 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 Service Provider

written authorization to make any such disclosure, Service Provider shall do so only within the limits and to the extent of that authorization. Service Provider 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, Service Provider 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, Service Provider may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Service Provider 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. Service Provider 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 Service Provider. Force Majeure does not include: (a) Service Provider's financial inability to perform; (b) Service Provider's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Service Provider'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 Service Provider.

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 Service Provider's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Service Provider notice of such suspension and Service Provider 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 Service Provider, the Service Provider shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Service Provider's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Service Provider 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 Service Provider during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Service Provider within thirty (30) days of Service Provider resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Service Provider 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 Service Provider 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, Service Provider or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Service Provider 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 Service Provider or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Service Provider hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Service Provider 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 Service Provider agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Service Provider's Services hereunder. Service Provider shall have no ownership interest in such Products.

All work product of Service Provider 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, Service Provider 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 Service Provider. In the event City shall give such notice of termination, Service Provider shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Service Provider 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 Service Provider or before Service Provider commences any Services hereunder,

whichever last occurs, City shall not be obligated to make any payment to Service Provider. If City terminates this Agreement after City has issued the Notice to Proceed to Service Provider and after Service Provider has commenced performance under this Agreement, City shall pay Service Provider the reasonable value of the Services rendered by Service Provider pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services. Service Provider 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 Service Provider prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Service Provider 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 Service Provider after the date of the notice of termination.

20. Assurance of Performance. If, at any time, City believes Service Provider 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 Service Provider for written assurances of performance and a plan to correct observed deficiencies in Service Provider'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 Service Provider 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 Service Provider'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 Service Provider.

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

22. Non-Discrimination. In its performance of the Services, Service Provider 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 Service Provider arising out of or relating to this Agreement or the breach thereof, including claims of Service Provider 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 Service Provider, 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 Service Provider 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. Service Provider shall maintain coverage as follows:

24.1 General Liability. Service Provider 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 Four Million Dollars (\$4,000,000.00).

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

24.3 Errors and Omissions Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, Service Provider 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 Service Provider'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 Service Provider 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. Service Provider shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

24.5 Builder's Risk Insurance. Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be

named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

24.6 Contractors Pollution Insurance. Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars (\$1,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

24.7 Waiver of Subrogation. With the exception of errors and omissions liability insurance, Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider 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 Service Provider, its agents, employees, independent contractors, and subcontractors. Service Provider 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, Service Provider 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 Service Provider 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 Service Provider; (c) cover products and completed operations of Service Provider, premises owned, occupied, or used by the Service Provider, or automobiles owned, leased, or hired or borrowed by the Service Provider; 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 Service Provider'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. Indemnifications.

26.1 Indemnification for Professional Liability. When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Service Provider 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 Service Provider 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 Service Provider, or any direct or indirect subcontractor, employee, contractor, representative or agent of Service Provider, or anyone that Service Provider 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 Service Provider, the Service Provider waives any and all rights of any type of express or implied indemnity against City and City's Agents.

26.2 Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider 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 Service Provider or by any individual or agency for which Service Provider is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Service Provider.

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, Service Provider shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Service Provider performs the Services required under this Agreement. Service Provider 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 Service Provider. City shall have the right to control Service Provider only insofar as the result of Service Provider's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Service Provider accomplishes Services rendered pursuant to this Agreement.

29. Service Provider Not Agent. Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider 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 Service Provider.

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: Dale Goodman
156 S. Broadway, Suite 270
Turlock, CA 95380-5461

With courtesy copies to: **Petrulakis Law & Advocacy, APC**
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, California 95353

If to Service Provider: **Don Pedro Pump, Inc.**
Attn: Gary Rossiter
PO Box 1038
Hughson CA 95326

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

Dawn Gillenwater
Staff Services Assistant
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5425
E-mail: dgillenwater@turlock.ca.us

33. Interpretation. As used herein, any gender includes each other gender, the singular

includes the plural and vice versa.

34. Use of City Project Number. [Intentionally Omitted]

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

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

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

42. 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.

43. 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.

44. 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 Service Provider's charges to City under this Agreement.

45. 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.

46. 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.

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

48. 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.

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

50. 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.

51. 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.

52. 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.

SERVICE PROVIDER

**Don Pedro Pump, Inc., a
California company**

By: _____

Print Name: _____

Title: _____

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Dale Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk

City Council Staff Report

March 28, 2023



From: Dale Goodman, Municipal Services Director

Prepared by: Dale Goodman, Municipal Services Director

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to execute a Master Equity Lease Agreement, Maintenance Agreement, and take other actions as necessary with Enterprise Fleet Management (EFM), Inc. for the lease and replacement of vehicles for the SRWA Water Treatment Plant (SRWA WTP) operations, and authorize the City Manager to approve the lease of additional vehicles under the Master Equity Lease agreement based upon the funding appropriated in the annual budget each year in Fund 450 "SRWA Operations"

2. SYNOPSIS:

The Municipal Services Department has been tasked with operating the SRWA WTP. This includes staffing as-well-as provision of vehicles, equipment, tools, materials, supplies, etc. In recent weeks staff has met with representatives from EFM, which owns and operates the world's largest fleet of leased vehicles. In an effort to provide the necessary vehicles, on a truncated timeline, staff has elected to move forward by leasing the vehicles through EFM.

3. DISCUSSION OF ISSUE:

In the post-COVID environment, it has become increasingly difficult to acquire vehicles to satisfy our municipal fleet needs. A viable alternative to the traditional "purchase and hold" policy, which most cities currently use, is leasing. The SRWA WTP, which will be operated by Turlock/Muni staff, will need a variety of vehicles for both on and off-site work, meetings, training, etc. Under their Governmental Fleet Management Program, cities may contract with EFM and are eligible to lease vehicle which may include fleet management and support, as-well-as maintenance services, insurance, etc. The City can choose to have EFM deliver a base vehicle, with equipment to be added by the City, or to provide a fully outfitted vehicle with graphics and equipment.

At this time, staff is recommending that Council authorize the City Manager to enter into a Master Lease Agreement with Enterprise for the immediate acquisition of eight

(8) vehicles for the SRWA WTP, and that EFM perform fleet management activities including procurement, disposal, and maintenance of these vehicles.

Some advantages of the program include:

- EFM purchases all vehicles thru State and National contracts, which eliminates the need for the City to competitively bid the vehicles
- Maximizes cash flow opportunities by creating ongoing annual payment for fleet services versus funding the entire cost of a vehicle up front
- Utilizes the expertise of an EFM fleet manager to make recommendations to the City regarding available options and ensures the City receives the best rebates and bids by utilizing State procurement contract coupled with experience as the world's largest fleet operator
- Increases employee safety, efficiency and satisfaction by enabling quicker replacement of outdated and unsafe vehicles. The vehicles will be procured and equipped according to staff needs, then delivered in a turn-key fashion
- Reduces CO2 emission from aged vehicles by procurement of new, environmentally friendly equipment
- Reduces the amount of City staff time spent on procurement, disposal, equipping, and maintaining the City fleet

Lease cycles vary from 24 months to 72 months, based upon achieving the lowest cost per mile for the City. The proposed lease for all vehicles will be an "Open Ended Equity" lease, in which the City will have the option at the end of the lease cycle to continue using the vehicle, or exchange the equity in the vehicle for a new replacement vehicle in a renewed lease (likely at a lower cost due to the equity transfer). EFM will also provide a full maintenance program for all vehicles which includes 24-hour roadside assistance (does not cover tires or brakes) which can all be outsourced using local and/or preferred vendors. Staff will work with EFM to include local auto service providers in Enterprise's eligible provider network.

4. BASIS FOR RECOMMENDATION:

Due to the shortened schedule for staff to get these vehicles in place for SRWA WTP training and startup, Municipal Services is seeking the assistance of an external resource to ensure this need is met in a timely manner. SRWA WTP staff will always have efficient, safe, reliable vehicles with which to do their work.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Based on the preliminary quotes received, the total annual cost to lease the eight (8) vehicles as specified to EFM, the annual amount of the lease for the first two (2) years will be \$83,222.78.

Appropriate SRWA funds have been, and will be allocated for this purpose, and will be billed from Fund 450 "SRWA Operations" to the SRWA. Funding for the second year, etc., will be included in the SRWA WTP budget preparation.

6. CITY MANAGER'S COMMENTS:

Recommend Approval

7. ENVIRONMENTAL DETERMINATION:

Two of the vehicles being leased will be GEM/Polaris EV's, and the other six (6) vehicles will be the latest, lowest emission vehicles of their make & model.

8. ALTERNATIVES:

Do not approve the Master Equity Lease Agreement with EFM for the lease of vehicles for the SRWA Water Treatment Plant. This alternative is not recommended. Any other procurement process is likely to take longer, and end up costing more.

9. ATTACHMENTS:

- A. Draft Resolution
- B. Vehicle Menu Pricing – SRWA WTP
- C. Master Equity Lease Agreement
- D. Maintenance agreement
- E. Maintenance Management Agreement
- F. Self-Insurance Agreement
- G. Government Credit Application

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE CITY }
 MANAGER TO EXECUTE A MASTER EQUITY }
 LEASE AGREEMENT, MAINTENANCE }
 AGREEMENT, AND TAKE OTHER ACTIONS AS }
 NECESSARY WITH ENTERPRISE FLEET }
 MANAGEMENT (EFM), INC. FOR THE LEASE }
 AND REPLACEMENT OF VEHICLES FOR THE }
 SRWA WATER TREATMENT PLANT (SRWA WTP) }
 OPERATIONS, AND AUTHORIZE THE CITY }
 MANAGER TO APPROVE THE LEASE OF }
 ADDITIONAL VEHICLES UNDER THE MASTER }
 EQUITY LEASE AGREEMENT BASED UPON THE }
 FUNDING APPROPRIATED IN THE ANNUAL }
 BUDGET EACH YEAR IN FUND 450 "SRWA }
 OPERATIONS" }**

WHEREAS, in the current vehicle purchasing market, municipal fleet-type vehicles are impossible to purchase directly off the lot, and must be ordered, with lead times as-long-as 24 months; and

WHEREAS, an option to purchasing and owning fleet vehicles is to lease them through firms such as Enterprise Fleet Management (EFM); and

WHEREAS, leasing fleet vehicles may be the only way to expedite the acquisition of the vehicles needed by SRWA at this time; and

WHEREAS, EFM is the world’s largest owner of leased vehicles, is part of the State’s purchasing program, can provide the necessary vehicles in ‘turn-key’ condition and in the quickest time available, provides a list of associated, local vehicle service providers for routine maintenance, and through their management/replacement program ensure that the SRWA vehicles will always be safe, efficient, road-worthy, and will operate at the lowest possible cents/mile.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute a Master Equity Lease Agreement, Maintenance Agreement, and take other actions as necessary with Enterprise Fleet Management (EFM), Inc. for the lease and replacement of vehicles for the SRWA Water Treatment Plant (SRWA WTP) operations, and authorize the City Manager to approve the lease of additional vehicles under the Master Equity Lease agreement based upon the funding appropriated in the annual budget each year in Fund 450 “SRWA Operations”.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March, 2023, by the following vote.

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

Julie Christel, City Clerk,
 City of Turlock, County of Stanislaus,
 State of California



City of Turlock - SRWA Vehicles
Menu Pricing

Equity Lease Menu Pricing

Quote #	Vehicle Type	Year	Make	Model	Trim Level	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance**	Annual Cost Including Maintenance	Lease Cost Year 1	Maint Cost Year 1	Cost of Aftermarket (capped)	Estimated Resale Value	Estimated Equity at Term	Net Annual Cost Including Equity
	Mid Size SUV 4x4	2023	Ford	Explorer	K7B-Base 4dr 4x4	2	36	5100	\$846.37	25	\$ 10,461.42	\$ 20,312.83	\$ 610.00	\$ -	\$26,550.45	\$ 8,002.53	\$ 7,793.91
	1/2 Ton Pickup Ext 4x4	2023	Ford	F-150 Super Cab	X1C-XL 4x4 SuperCab 6.5 ft. box 145 in. WB	2	24	5100	\$929.19	50	\$ 11,750.34	\$ 22,300.68	\$ 1,200.00	\$ 1,500.00	\$36,235.23	\$ 8,859.36	\$ 7,320.66
	3/4 Ton Pickup Reg 4x4	2023	Ford	F-250 Regular Cab	F2A-XL 4x4 SD Regular Cab Service Body SRW	2	36	5100	\$993.35	50	\$ 12,520.15	\$ 23,840.29	\$ 1,200.00	\$ 10,000.00	\$34,622.00	\$ 8,837.08	\$ 9,574.45
	Electric Cart	2023	Gem/Polaris	Cart	With Service Body	2	60	5100	\$573.29		\$ 6,879.48	\$ 13,758.96	\$ -				

*Lease rates are based upon sample estimated stock vehicle pricing and miles per year
 **Maintenance includes one set of brakes and no tires
 Pricing does not include any applicable taxes
 Pricing does not include expected return on equity at end of lease



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM _____ Customer _____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. **RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

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this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____

Initials: EFM _____ Customer _____



FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.
5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Lessee _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM _____ Lessee _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM _____ Company _____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$⁶_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Initials: EFM_____ Company_____



SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated ____ day of _____, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: State County City Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

City Council Staff Report

March 28, 2023



From: Erik Schulze, Public Works Director

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

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Memorandum of Understanding (MOU) with Stanislaus County for City Project No. 14-79 “Golden State Blvd/Golf Road & Berkeley Ave Intersection Project” for City utility relocation in the estimated amount of \$53,000 to be paid from Fund 305 (Capital Facilities – Roadways)

2. SYNOPSIS:

This action approves a Memorandum of Understanding (MOU) with Stanislaus County for City utility relocation for City Project No. 14-79 “Golden State Blvd/Golf Road & Berkeley Ave Intersection Project”

3. DISCUSSION OF ISSUE:

BACKGROUND

The intersections of Golden State Boulevard, Golf Road, and Berkeley Avenue are located just outside of the City’s limits within the unincorporated area of Stanislaus County. The current intersection control consists of two all-way stops on the north end and south end of Golden State Boulevard, with limited stacking distance provided by the median within Golden State Boulevard. The intersection operates at a Level of Service of “F” (worst), as it is subject to regular traffic congestion and delays during peak hours. The City’s General Plan prioritizes intersections that operate below Level of Service “D” for improvement. Additionally, Table B-2 located in Appendix B of the General Plan, lists facilities that should be incorporated in the Capital Facilities Fee (CFF) update. The “Berkeley Avenue at Golden State Boulevard railroad at-grade crossing improvements” is listed as a priority project. This intersection is also listed on the County’s prioritized list of intersection improvement projects.

A project charter was signed in 2011 by a previous City Engineer, Mike Pitcock, and the County’s previous Director of Public Works, Matt Machado, due to the desire of each agency to improve the intersection. The project charter recognizes

the desire for each agency to participate in the development of a project to improve the intersection and includes a narrative on the purpose and need of the project to improve efficiency and reduce air pollution. A Project Development Team (PDT) was formed in 2014 that includes City staff, County staff, and the consultant design engineering firm, with the goal of improving the intersection through capital improvement.

The County applied for and received federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds for the design phase. Stanislaus County is the lead agency as concerns environmental permitting, right of way acquisition, consultant management, and railroad relations. The City of Turlock is part of the PDT and has provided design input and review since its formation. City staff have taken an active role in the project's development, as it is likely that the intersection will be annexed to the City with the development of portions of southeast Turlock, as identified in the City's General Plan. Additionally, improvement of the intersection will have a positive impact on a number of Turlock residents that use the intersection as part of their work commute, trips to Turlock High School, or other destinations inside and outside the City's official limits.

The PDT performed an Intersection Control Evaluation (ICE) for the Project in 2016, which evaluated three alternatives: 1) traffic signalization alternative, 2) roundabout alternative, and 3) no-build alternative. The PDT ultimately selected the traffic signalization alternative and the County has contracted with a private engineering firm to provide design plans and specifications. The project scope includes traffic signalization, enhanced accessibility improvements for pedestrians and bicyclists, widening and improvement to the at-grade railroad crossing, roadway facilities for truck turning movements, containment of storm drain runoff, and replacement of aging roadway infrastructure. The proposed project will vastly improve the level of service of the intersection, provide facilities for bicyclists and pedestrians, improve storm drainage, and replace aging pavement.

The project design requires property acquisition from private owners near the intersection in order to construct the proposed improvements. The City Council approved a Memorandum of Understanding (MOU) with the County on December 10, 2019, which identifies and delineates the scope of work and the responsibilities of the City and County as it pertains to the design and right of way phases of the project only. The MOU specifies that the City of Turlock shall reimburse the County for 50 percent of all right of way costs. All design costs are paid for by the County.

CONSTRUCTION PHASE FUNDING

The construction phase of the project is estimated to cost \$7,000,000 to \$7,500,000. Discussions between City and County staff over the past several years have been that each agency would contribute an equal share towards the construction phase, or approximately \$3,500,000 to \$3,750,000 each. On May 24,

2022, the City Council approved Resolution No. 2022-092 to designate 100% of the City's Surface Transportation Block Grant Program (STBGP) funds for federal fiscal years 2022-23 and 2023-24 totaling \$1,794,848, to the construction phase of the project. Stanislaus County has likewise committed its STBGP funds for federal fiscal years 2022-23 and 2023-24 totaling \$4,229,350 towards the construction phase of the project. The combined STBGP funding allocated for the project by both the City and County total \$6,023,908. The County is not seeking a separate MOU with the City for the construction phase and intends to provide the balance of funds necessary for the construction phase of the project.

CITY UTILITY RELOCATION

There are utilities owned by the City of Turlock within the County right of way that are in conflict with the project and need relocation. The City of Turlock is liable for the cost of utility relocation within the County's right of way, which includes relocation of two (2) fire hydrant assemblies and adjusting four (4) water valve frames and covers to finished grade. It is advantageous to include City utility relocation in the scope of work of the project to remove the utility conflict and mitigate impact to project's schedule. The State Department of Transportation requires that the County, as lead agency, certify that sufficient property right of way has been acquired and that utility owners have agreed to relocate their utilities prior to authorizing funding for the construction phase of the project. Council is requested to approve an MOU with the County for the relocation of City's utilities as part of the project scope to be reimbursed by the City of Turlock. The estimated cost of utility relocation that the City is responsible to reimburse to the County is \$53,000.

NEXT STEPS

The project is currently under review by the Union Pacific Railroad (UPRR) due to the proximity of the project to the railroad tracks and the need to coordinate operations of the traffic signal and the at grade rail crossing. It is anticipated that UPRR will approve a Construction and Maintenance Agreement with Stanislaus County for the project sometime before the end of June 2023. Once the agreement with UPRR has been executed, the County will be ready to advertise the project for construction bids.

4. BASIS FOR RECOMMENDATION:

- A. A Memorandum of Understanding (MOU) is necessary to memorialize the scope of work of the project and the responsibilities of the City and County as concerns the City utility relocations required for the project.
- B. The City is liable for relocation of its utilities within the boundaries of Stanislaus County's right of way.

- C. Including the relocation of City utilities in the project scope by MOU will allow the County to complete the right of way and utility certification process with Caltrans, which is necessary before Caltrans will authorize the construction phase.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The MOU before Council is for City utility relocation costs only in estimated amount of \$53,000. Funding for the City's share of the City utility relocation costs is available in Fund 305 Capital Facility Fees under project account 305-40-440.51270 "Construction Project."

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

Stanislaus County is the lead agency as concerns environmental permitting for this project. The County performed an Initial Study and obtained a Mitigated Negative Declaration as part of the California Environmental Quality Act (CEQA) process.

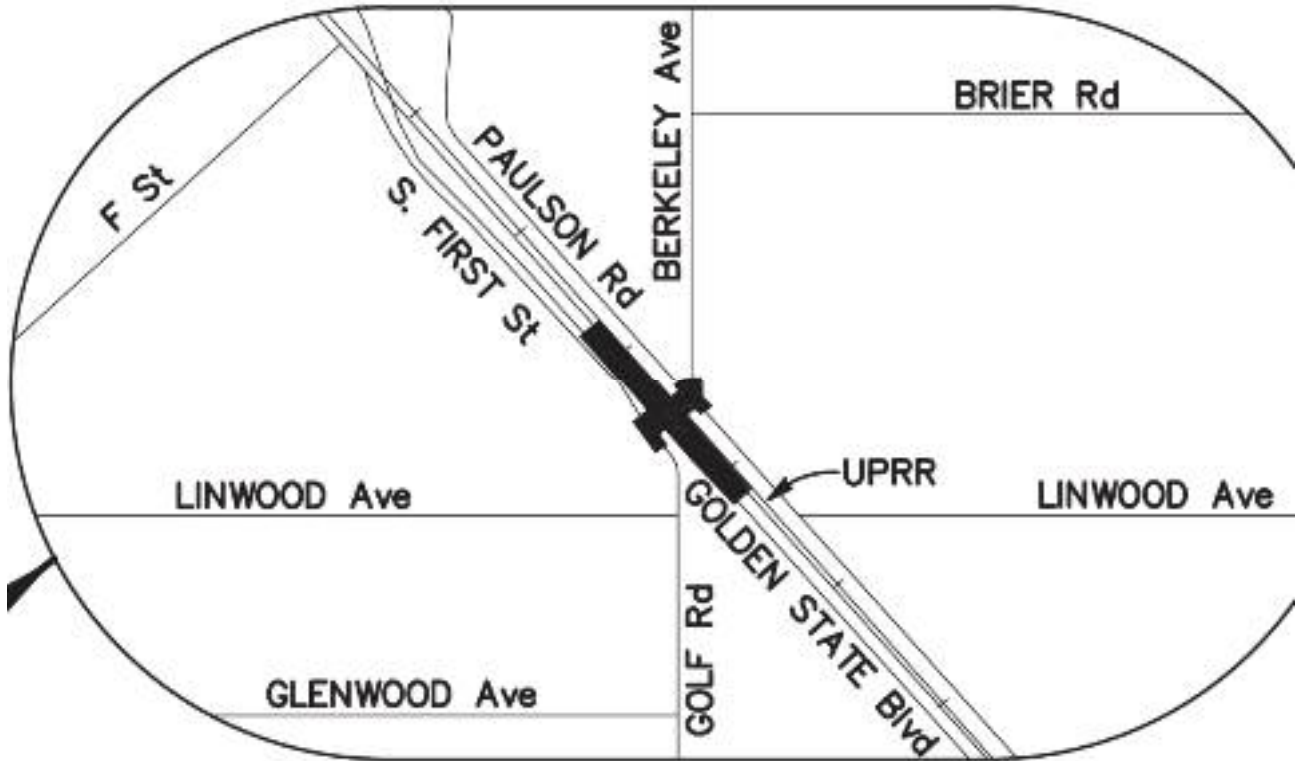
As the County is receiving federal funding for the project, the National Environmental Policy Act (NEPA) process also applies to this project. The County has received a Categorical Exclusion (CE) for this project through the federal aid program.

9. ALTERNATIVES:

- A. Council could choose to not approve the MOU for City utility relocations and direct City maintenance staff to complete the needed relocations. This alternative is not recommended due to existing workload and staffing levels.
- B. Council could choose to not approve the MOU for City utility relocations and direct City engineering staff to prepare plans and specifications to bid a separate project managed by City staff to relocate utilities. This alternative is not recommended due to existing workload and staffing levels, as well as a potential delay in coordination of the work of separate contractors.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Draft Memorandum of Understanding with Stanislaus County for City Utility Relocation



Project Location

Project No. 14-79

“Intersection Improvements at Golden State Blvd, Golf Rd, and Berkeley Ave”

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING A
MEMORANDUM OF UNDERSTANDING WITH
STANISLAUS COUNTY FOR CITY PROJECT
NO. 14-79 “GOLDEN STATE BLVD/GOLF ROAD
& BERKELEY AVE INTERSECTION PROJECT
FOR CITY UTILITY RELOCATION IN THE
ESTIMATED AMOUNT OF \$53,000 TO BE PAID
FROM FUND 305 (CAPITAL FACILITIES –
ROADWAYS**

}
}
}
}
}
}
}
}
}
}

RESOLUTION NO. 2023-

WHEREAS, the intersection of Golden State Boulevard, Golf Road, and Berkeley Avenue operates at a Level of Service of “F” (worst), as it is subject to regular traffic congestion and delays during peak hours and improvement of this intersection is listed in the City’s General Plan as one to be incorporated in the Capital Facilities Fee (CFF) update; and

WHEREAS, the intersection is located outside of the City’s limits, though is likely to be annexed to the City with the development of portions of southeast Turlock, as identified in the City’s General Plan; and

WHEREAS, Stanislaus County and the City of Turlock desire to improve the intersection; and

WHEREAS, Stanislaus County has received grant funding through the federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) for the design phase of the project; and

WHEREAS, Stanislaus County is the lead agency for the intersection improvement project;

WHEREAS, the scope of the intersection improvement includes traffic signalization, enhanced accessibility improvements for pedestrians and bicyclists, improvement to the at-grade railroad crossing, roadway facilities for truck turning movements, containment of storm drain runoff, and replacement of aging roadway infrastructure; and

WHEREAS, the City and County authorized the execution of an Agreement to participate in cost sharing for the Right of Way phase for the Project under authority of City Resolution No. 2019-220 adopted by the Council of the City of Turlock on December 10, 2019 and under authority of County Resolution No. 2020-0023 adopted by the Board of Supervisors of Stanislaus County on January 14, 2020; and

WHEREAS, the City, under authority of Resolution No. 2022-092 adopted by the Council of the City of Turlock, has designated 100% of its Surface Transportation Block Grant Program (STBGP) funds for federal fiscal years 2022-23 and 2023-24 totaling

\$1,794,558 to the construction phase of the Project; and

WHEREAS, there are utilities owned by the City of Turlock within the County right of way that are in conflict with the Project and in need of relocation; and

WHEREAS, the City of Turlock is liable for the cost of utility relocation within the County's right of way, which includes relocation of two (2) fire hydrant assemblies and adjusting four (4) water valve frames and covers to finished grade; and

WHEREAS, it is advantageous to include City utility relocation in the scope of work of the Project to remove the utility conflict and mitigate impact to the project's schedule; and

WHEREAS, the State Department of Transportation requires that the County, as lead agency, certify that sufficient property right of way has been acquired and that utility owners have agreed to relocate their utilities prior to authorizing funding for the construction phase of the project; and

WHEREAS, the design of the Project is 95% complete and the County and City desire the project to be ready for authorization of construction bids in order to begin construction in 2023; and

WHEREAS, the purpose of this MOU is to facilitate advancement of the City's utility relocations for the Project; and

WHEREAS, there are sufficient funds in the City's Capital Facility Fee program, further identified by Fund Number 305, to provide the City's share of City utility relocation costs, estimated to be \$53,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a Memorandum of Understanding (MOU) with Stanislaus County for City Project No. 14-79 "Golden State Blvd/Golf Road & Berkeley Ave Intersection Project" for City utility relocation in the estimated amount of \$53,000 to be paid from Fund 305 (Capital Facilities – Roadways).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

MEMORANDUM OF UNDERSTANDING

**For City Utility Relocation due to construction of the
Golden State Boulevard, Golf Road, and Berkeley Avenue
Intersection Project**

Federal Project No. CML-5938(183)

County Project No. 9605

City Project No. 14-79

This Memorandum of Understanding (the “MOU”) is entered into between City of Turlock (the “City”) and Stanislaus County (the “County”). The City and County are collectively referred to herein as the “The Parties.”

Recitals

WHEREAS, the County has a prioritized list for intersection projects, based upon engineering methodology, and the intersection of Golden State Boulevard, Golf Road and Berkeley Avenue (the “Project”) is one of the priority intersection projects; and

WHEREAS, the Project’s area is within the unincorporated area of the County and within the sphere of influence of the City; and

WHEREAS, this intersection will likely be annexed to the City in the future, as the City of Turlock General Plan adopted September 2012 includes development of specific plans in southeast Turlock which surround the Project area; and

WHEREAS, the purpose of the Project is to improve efficiency, reduce air pollution, provide enhanced accessibility improvements for pedestrians and bicyclists, provide adequate roadway facilities for truck turning movements, contain storm drain runoff, and replace aging roadway infrastructure; and

WHEREAS, a Project Charter signed by City staff and County staff in 2011 recommended evaluating two project alternatives for intersection control. One alternative proposed to signalize the intersection and another alternative proposed to construct a roundabout at the intersection; and

WHEREAS, the Parties performed an Intersection Control Evaluation (ICE) for the Project in 2016, which resulted in favoring construction of a roundabout, though intersection signalization is now the selected control due to concerns raised by Union Pacific Railroad (UPRR) regarding the proximity of the railroad tracks to the intersection; and

WHEREAS, The Parties have determined that the selected signalization alternative will meet the Project’s objectives; and

WHEREAS, the County has applied for and received Federal Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) Funds for the purpose of funding

the Project's design phase; and

WHEREAS, the Parties authorized the execution of an Agreement to participate in cost sharing for the Right of Way phase for the Project under authority of City Resolution No. 2019-220 adopted by the Council of the City of Turlock on December 10, 2019 and under authority of County Resolution No. 2020-0023 adopted by the Board of Supervisors of Stanislaus County on January 14, 2020 ("Cost Sharing Agreement"); and

WHEREAS, the City, under authority of Resolution No. 2022-092 adopted by the Council of the City of Turlock on May 24, 2022, has designated 100% of its Surface Transportation Block Grant Program (STBGP) funds for federal fiscal years 2022-23 and 2023-24 totaling \$1,794,848 for the construction phase of the Project; and

WHEREAS, there are utilities owned by the City of Turlock within the County right of way that are in conflict with the Project and in need of relocation; and

WHEREAS, the City of Turlock is liable for the cost of utility relocation within the County's right of way, which includes relocation of two (2) fire hydrant assemblies and adjusting four (4) water valve frames and covers to finished grade; and

WHEREAS, it is advantageous to include City utility relocation in the scope of work of the Project to remove the utility conflict and mitigate impact to Project's schedule; and

WHEREAS, the State Department of Transportation requires that the County, as lead agency, certify that sufficient property right of way has been acquired and that utility owners have agreed to relocate their utilities prior to authorizing funding for the construction phase of the project; and

WHEREAS, the design of the Project is 95% complete and the Parties desire to advertise the project for construction bids in order to begin construction in 2023; and

WHEREAS, the purpose of this MOU is to facilitate advancement of the City's utility relocations for the Project.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Recitals. The above Recitals are true and are incorporated into this MOU as though fully set forth herein.
2. Scope of Work.
 - a. The necessary City utility relocations are depicted in Exhibit A to this MOU.
 - b. The County is responsible for all costs associated with the design phase of the Project. The County has retained services of Drake Haglan and Associates ("Consultant") to

provide all-inclusive project design and consulting services. The Parties agree to adhere to the design phase scope of work as described in the Professional Design Services Agreement by and between the County and the Consultant dated as of March 3, 2015. The County shall direct the Consultant to include the City's required utility relocations depicted in Exhibit A in the plans and specifications for the Project. The City shall reimburse the County for utility design services to relocate City's utilities. The County reserves the right to amend Consultant's scope of services as necessary. If County chooses to amend Consultant's scope of services, it may do so at its own discretion and no formal amendment to this MOU shall be required. The Parties agree that the construction of the Project improvements will conform to the plans and specifications developed by the Consultant with coordination from the Parties. County will be the official Construction Manager for the Project.

- c. The City will assist the County in promoting the benefits of this project to the public. This may include, but is not limited to, attending public meetings to support the Project's objectives, assisting the County in addressing public's concerns, and assisting the County in educating the public regarding various aspects of this project.
3. Project Administration. The County shall be considered the fiscal agent for all aspects of the Project and will have sole authority to execute agreements with consultants, contractors, Caltrans, the Union Pacific Railroad, private property owners, and other entities necessary for procurement of design, right-of-way, and construction work associated with the Project, as deemed necessary by the Parties.
 4. City Standards. City staff shall have the opportunity to review design documents for the utility relocation to ensure that the contract documents reference and comply with the City of Turlock Standard Specifications as concerns the City-owned utilities to be relocated. The design for the relocation of City's utilities shall be reviewed and approved by the City of Turlock Engineering Division prior to bid advertisement.
 5. Compensation.
 - a. City Utility Relocation Costs: The Parties understand that relocation of City-owned utilities within County's right of way is necessary in order to construct the project and that City is responsible for 100% of City Utility Relocation Costs, which are defined as:
 - i. Utility design services: Services provided by Consultant to include drawings and specifications in the Project's contract documents directing the contractor to relocate City's utilities to facilitate construction of the Project, in accordance with City Standards and Specifications, and at the cost indicated in the Consultant's approved invoices.
 - ii. Utility relocation: The actual cost of physical relocation of City's utilities as required per the Project's contract documents, and at the cost indicated in the construction contractor's approved invoices.

- iii. Inspection and testing services: Services provided by County or its consultants to inspect and test the work related to City utility relocation for conformance with the Project’s contract documents, and at the cost indicated in County’s invoices submitted to and approved by the City. Bacteriological testing of water samples collected through relocated fire hydrants will be performed by the City Municipal Services Department.
- b. Estimated City Utility Relocation Costs. The costs for City utility relocation costs are estimated to be as follows. Estimated cost for City utility relocations are depicted in Exhibit B to this MOU.

Utility design services:	\$ 3,000
Utility relocation:	\$47,000
<u>Inspection and testing services:</u>	<u>\$ 3,000</u>
Subtotal:	\$53,000

The estimate amount identified above is preliminary and is intended to be considered by the Parties for budgeting and funding procurement purposes.

- c. Payment procedures. The County shall submit reimbursement request(s) to the City for City Utility Relocation Costs incurred. The City shall reimburse the County for City Utility Relocation Costs no later than ninety (90) days after receiving a reimbursement request from the County.
 - d. Should actual City Utility Relocation Costs exceed the estimated amount identified above, the actual cost shall be paid by City to County up to 25% above the estimated amount. Should actual City Utility Relocation Costs exceed 25% above the estimated amount, this MOU shall be amended to reflect the actual City Utility Relocation Costs prior to the City processing reimbursement payment(s) exceeding 25% above the estimated City Utility Relocation Costs.
6. Term. The term of this MOU will commence upon its execution and terminate upon successful construction of all project improvements.
 7. Lead Agency. The County shall be the “Lead Agency”, as defined and used in sections 15050 and 15367 of title 14 of the California Code of Regulations, for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code., §21000 et sec.).
 8. Indemnity.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its boards and commissions, officers, agents, employees, and volunteers (collectively, the “indemnified Parties”) in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this MOU. This indemnity obligation extends, without limitation, to any

injury, death, loss, or damage which occurs in the performance of the MOU and that is sustained by a Party or a third-party, agent, or contractor of a Party. Each Party executing this MOU certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU, and it shall continue to maintain such funds throughout the Term of this MOU. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this MOU. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this MOU. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this MOU.

9. Amendments. This MOU may be amended or provisions contained herein may be altered, changed, or amended for the Project only by mutual written agreement signed and approved by the respective approving authorities of the Parties. No oral understanding or agreement, not incorporated herein, shall be binding on any of the parties hereto.
10. Notices. Any notice which may be required under this MOU shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt requested, or overnight delivery to the addresses set forth below:

City of Turlock:

Erik Schulze

Public Works Director

Public Works Department

156 S Broadway Suite 150

Turlock, California 95380

Stanislaus County:

David A. Leamon

Director of Public Works

Department of Public Works

1716 Morgan Road

Modesto, California 95358

All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after the notice has been dispatched. The parties may change their respective address by giving notice of such change to the other party in the manner provided in this Section.

11. Necessary Documents. As may become necessary for project development and delivery, through the Parties' cooperation, the Director of Public Works and City's Director of Development Services are authorized to administer and execute, all documents necessary to complete the Project delivery, provided that such actions do not exceed the authority of this MOU.
12. Enforceable Provisions. Should any of this MOU be determined to be unenforceable, invalid, or beyond the authority of either of the Parties to enter and carry out, such determination shall not affect the validity of the remainder of this MOU, which shall continue in full force and effect; provided that the remainder of this MOU can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.
13. Termination. This MOU may be terminated only by mutual written agreement signed and approved by the respective approving authorities of the Parties.
14. Counterparts. This MOU may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Turlock, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 20__ - ____, adopted by the Council of the City of Turlock on the ____ day of _____, 20__, and Stanislaus County has authorized the execution of this Agreement in duplicate by the Chairman of the Board under authority of Resolution No. ____, adopted by the Board of Supervisors of Stanislaus County on the ____ day of _____, 20__.

CITY OF TURLOCK

a municipal corporation

By: _____

Reagan M. Wilson
City Manager

STANISLAUS COUNTY

a political subdivision of the
State California

By: _____

Terrance Withrow
Chairman of the Board of Supervisors

ATTEST:

Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

APPROVED AS TO SUFFICIENCY:

By: _____

Erik Schulze
Public Works Director

By: _____

Deputy Clerk

APPROVED AS TO FORM:

By: _____

George A. Petrulakis
City Attorney

By: _____

David A. Leamon
Director of Public Works

ATTEST:

By: _____

Julie Christel
City Clerk

APPROVED AS TO FORM:

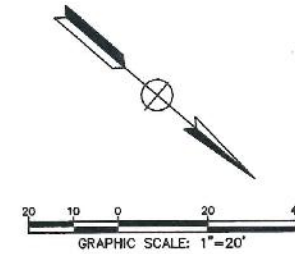
Thomas E. Boze
Stanislaus County Counsel

By: _____

G. Michael Ziman
Deputy County Counsel

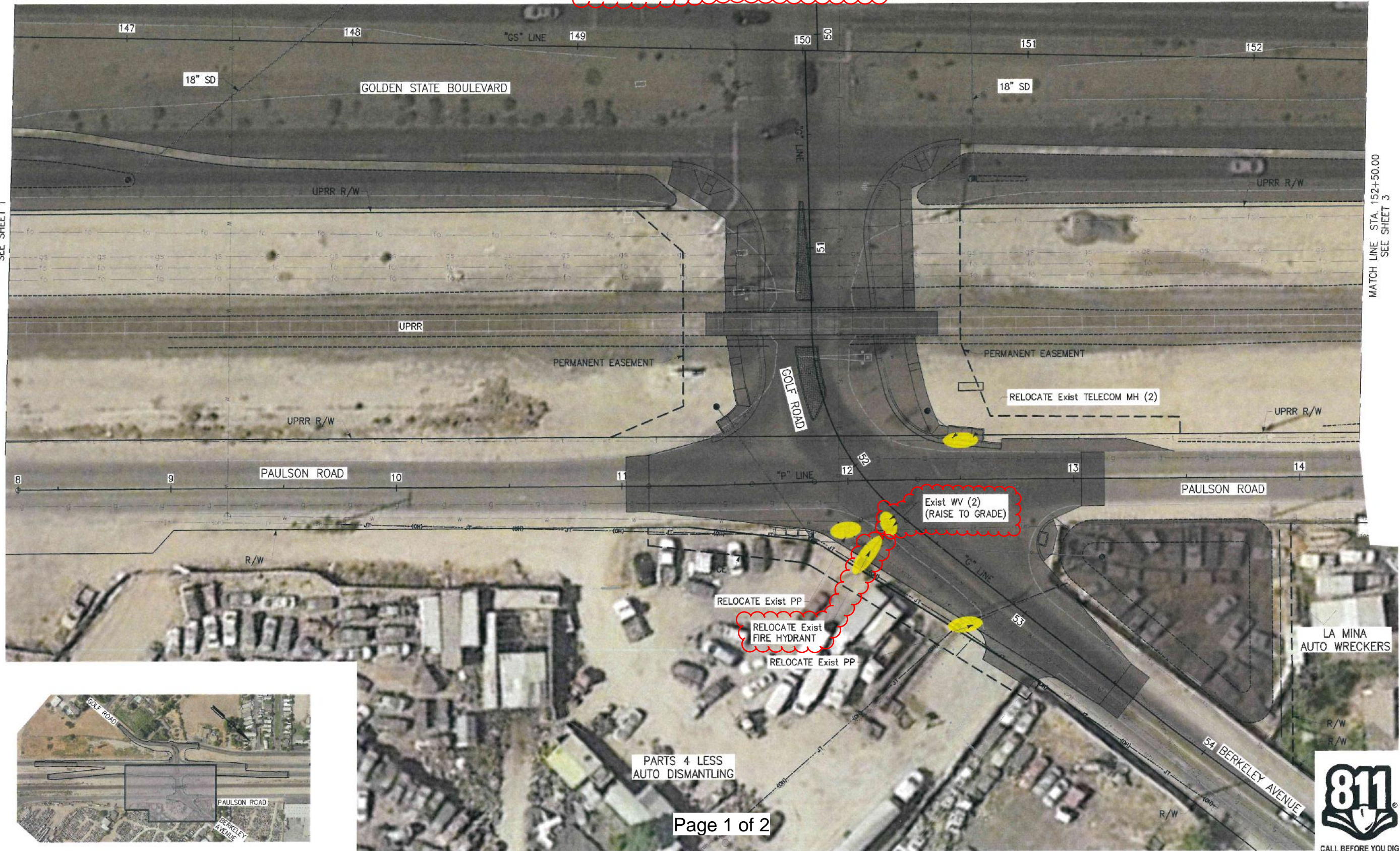
EXHIBIT A

LOCATIONS AND QUANTITY OF CITY UTILITY RELOCATIONS SHOWN IN CLOUDED TEXT AND CALLOUTS



MATCH LINE STA. 146+50.00
SEE SHEET 1

MATCH LINE STA. 152+50.00
SEE SHEET 3



NO.	DATE	APPROVED	DESCRIPTIONS

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD - MODESTO, CA 95358

Utility Pothole Exhibit
IMPROVEMENT PLANS FOR:
GOLDEN STATE BLVD/GOLF ROAD &
BERKELEY AVE INTERSECTION PROJECT
TURLOCK, CALIFORNIA

JOB NO.	15001
DATE	02/21/2019
DR BY	FDM
CK BY	ND, JS
SURVEY	
CONST.	
SCALE	1"=20'



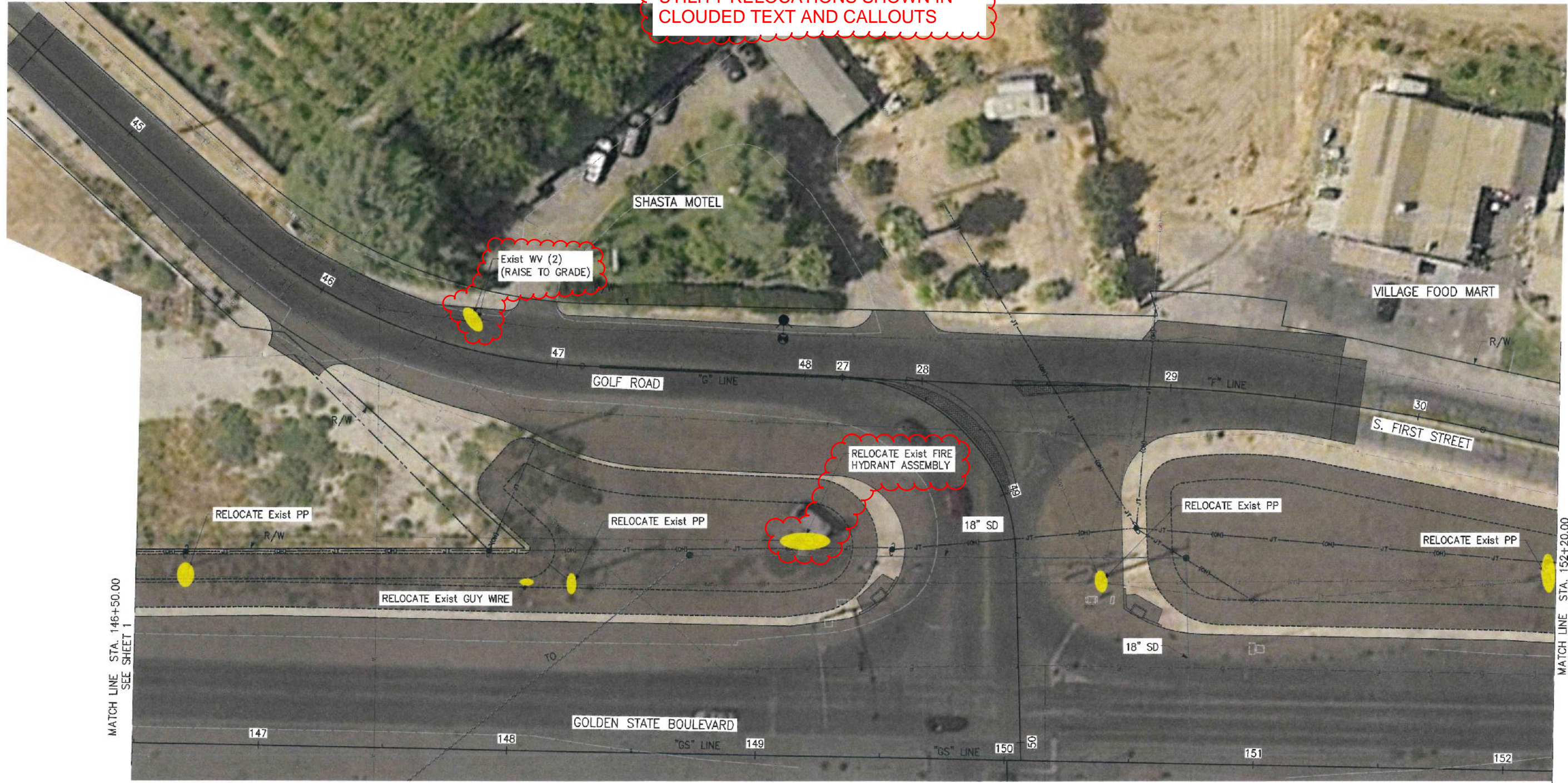
SHEET	2
OF	67 SHEETS

95% PLANS -03/20/19 - NOT FOR CONSTRUCTION

EXHIBIT A



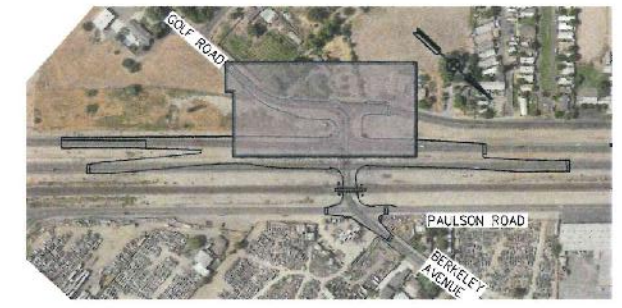
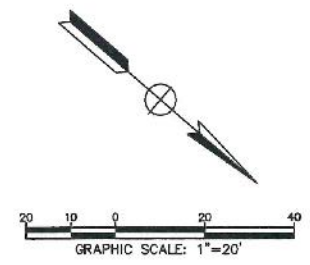
LOCATIONS AND QUANTITY OF CITY UTILITY RELOCATIONS SHOWN IN CLOUDED TEXT AND CALLOUTS



MATCH LINE STA. 146+50.00
SEE SHEET 1

MATCH LINE STA. 152+20.00
SEE SHEET 3

SEE SHEET 2



NO.	DESCRIPTIONS	REVISIONS	DATE	APPROVED

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD - MODESTO, CA 95358



Utility Pothole Exhibit
IMPROVEMENT PLANS FOR:
GOLDEN STATE BLVD/GOLF ROAD &
BERKELEY AVE INTERSECTION PROJECT
TURLOCK, CALIFORNIA

JOB NO.	1500
DATE	02/21/2019
DR BY	FDM
CK BY	NO JS
SURVEY	
DRAWN	
SCALE	1"=20'

SHEET
4
-- OF 67 SHEETS

95% PLANS -03/20/19 - NOT FOR CONSTRUCTION

Exhibit B

Estimated Cost for City Utility Relocations

- 1) Mobilization = \$3,000
- 2) Two (2) 6" diameter pipes for fire hydrant runs totaling 57 LF @ \$150/LF = \$8,550
- 3) Two (2) fire hydrant assemblies @ \$13,000 each = \$26,000 (assume all new fire hydrants with gate valve are needed)
- 4) Four (4) frame/cover adjustment for water valves @ \$1,000 each = \$4,000
- 5) Contingency = \$5,000

Total for utility relocation items = \$47,000

Utility design services = \$3,000

Inspection and testing services = \$3,000

Estimated subtotal = \$53,000

City Council Staff Report

March 28, 2023



From: Dale Goodman, Municipal Services Director

Prepared by: Carlos Guerrero, Utilities Manager
Nicole Mann, Staff Services Assistant

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Awarding RFP No. 22-011 and approving a Professional Services Agreement between the City of Turlock and Carollo Engineers, Inc. of Walnut Creek, California for development of the City of Turlock's Water Master Plan, in an amount not to exceed \$340,000 from Non-General Fund 420-52-550.43510 Water Master Plan for a period of two (2) years.

2. SYNOPSIS:

The Municipal Services Department issued RFP No. 22-011 on 6/29/22 for the update of the City's Water Master Plan. The response period closed on 7/21/22. Carollo Engineering, Inc. of Walnut Creek, California, provided the only bid. As Carollo Engineering, Inc. has recently completed work on the City's Waste Water and Storm Water Master Plans, and did outstanding work, staff is confident that their proposed team has the skills and experience necessary to provide a great product in a timely manner on this project.

3. DISCUSSION OF ISSUE:

The Water Master Plan provides three key elements: secure and maintain existing supplies and facilities, optimize the use of existing supplies and facilities, and expand water use efficiency efforts.

The Water Master Plan examines improvements to the City of Turlock's water distribution system to insure the City has adequate water facilities to support future growth. The scope of work includes, but is not limited to: 1) Projection of Water Distribution demand for the 10-year and 20-year planning horizons, 2) Evaluation of the existing Water Distribution System, 3) Identification of deficiencies in the maintenance program, 4) Mitigation recommendations based on projected growth, 5) Improvements to the distribution system and water treatment plant required ensure adequate capacity for both summer and winter demand, and 6)

Recommended updates to the operational structure of the Water Distribution System. The proposed timeline of completion for Carollo Engineering, Inc. to produce the Water Master Plan will be approximately one (1) year from the start of the agreement. The additional year requested will provide leeway should the projected timeframe need to be extended due to unforeseen circumstances.

In comparison to the Request for Proposal the Scope of Work for the Offset Water Analysis (task 10) and Administration Building Evaluation (task 11) was somewhat modified. A clause was added to the Offset Water Analysis to specify water would be required during irrigation season only, including the volume of offset water required during drought years. The Corp Yard and RWQCF will be evaluated and reformed to establish a suitable place for the anticipated administration space because the Transit Department will be developing in the proposed site's planned area.

4. BASIS FOR RECOMMENDATION:

Due to the regulations and requirements of the City of Turlock to provide high quality and adequate drinking water supply, Municipal Services is seeking the assistance of an external resource to ensure this update is completed properly and in a timely manner.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact An amount not to exceed \$340,000

Appropriate funds have been allocated to 420-52-550.43510 Water Master Plan during the Fiscal Year 2022-23 budget process.

6. CITY MANAGER'S COMMENTS:

Recommend Approval

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

Do not approve the Professional Service Agreement with Carollo Engineering, Inc. for the update of the City's Water Master Plan. This alternative is not recommended. The Water Master Plan will provide a short-and-long term improvement plan to

address the capabilities and maintenance of the water distribution system for future growth of the City.

9. ATTACHMENTS:

- A. Resolution
- B. Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

RESOLUTION NO. 2023-XXX

IN THE MATTER OF AWARDING RFP NO. }
 22-011 AND APPROVING A PROFESSIONAL }
 SERVICES AGREEMENT BETWEEN THE }
 CITY OF TURLOCK AND CAROLLO }
 ENGINEERS, INC. OF WALNUT CREEK, }
 CALIFORNIA FOR DEVELOPMENT OF }
 THE CITY OF TURLOCK'S }
 WATER MASTER PLAN IN AN }
 AMOUNT NOT TO EXCEED }
 \$340,000 FROM NON-GENERAL FUND }
 420-52-550.43510 WATER MASTER PLAN }
 FOR A PERIOD OF TWO (2) YEARS . }

WHEREAS, a Request for Proposal 22-011 was issued for a proposal for preparation of the Water Master Plan; and

WHEREAS, Carollo Engineering, Inc. was the only Professional Civil Engineer to submit a proposal; and

WHEREAS, The Water Master Plan will investigate improvements to the City of Turlock's water distribution system; and

WHEREAS, The Water Master Plan will identify any present and future regulatory concerns for the treatment facilities and distribution system; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby award RFP No. 22-011 and approve a professional services agreement between the City of Turlock and Carollo Engineers, Inc. of Walnut Creek, California for development of the City of Turlock's Water Master Plan in an amount not to exceed \$340,000 from Non-General fund 420-52-550.43510 Water Master Plan for a period of two (2) years.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March, 2023, by the following vote.

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

Julie Christel, City Clerk,
 City of Turlock, County of Stanislaus,
 State of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
CAROLLO ENGINEERS
for
PREPARATION OF THE WATER MASTER PLAN**

City Contract No. 2023-77

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Carollo Engineers, a Water Master Plan Consultant ("Professional"), on this 28th day of March 2023 (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 the preparation of The Water Master Plan (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**.

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 53 of this Agreement, Sections 1 through 53 shall prevail

2. **Term.** The term of this Agreement shall be two (2) year and will commence on the 28th day of March 2023 and terminate on the 28th day of March 2025 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. **Extension of Agreement.** There will be no extentions needed for this agreement.

4. **Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. **Work.**

5.1. **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.

5.2. **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.

5.3. **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

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. 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 annual compensation to Professional shall not exceed Three Hundred Forty Thousand Dollars (\$340,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. {Intentionally Omitted}

6.3. 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.

6.4. 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.

7. 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.

8. Time of Performance. Professional warrants that it will commence performance of the Services within thirty (30) 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.

9. 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.

10. 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.

11. 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.

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

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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 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. Notwithstanding the foregoing, Professional shall be entitled to keep one (1) copy of any material that Professional used, relied upon and/or incorporated into any deliverables hereunder. Professional shall hold all such retained information in accordance with the terms of Section 14 hereunder.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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:

25.1. 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 Four Million Dollars (\$4,000,000.00).

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

25.3. 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.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. 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.

26. 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.

27. 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 the negligent or reckless acts or omissions, or willful misconduct 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. In no event shall the cost to defend charged to Professional exceed the Professional’s proportionate percentage of fault.

28. 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. Additionally, Professional shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, or for acts and decisions of third parties, including governmental agencies, other than Professional’s subconsultants, that impact project completion and/or success.

29. 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.

30. 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.

31. 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.

32. 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: Municipal Services Director

**156 S. Broadway, Suite 270
Turlock, CA 95380-5461**

With courtesy copies to:

**Petrulakis Law & Advocacy, APC
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, California 95354**

If to Professional:

**Carollo Engineers
Attn: Ryan Sellman, PE, Vice President
2795 Mitchell Drive
Walnut Creek, California 94598**

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

Carlos Guerrero
Utilities Manager
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: cguerrero@turlock.ca.us

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

Ryan Sellman, PE
Carollo Engineers
2795 Mitchell Drive
Walnut Creek, CA 94598
Email: rsellman@carollo.com

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

35. Use of City Project Number. Professional 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 Professional or its subcontractors from using their own project numbers for their own internal use.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

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

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

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

49. 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.

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

51. 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.

52. 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.

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

54. City-Provided Information and Services. City shall furnish Professional available studies, reports and other data pertinent to Professional's services; obtain or authorize Professional to obtain or provide additional reports and data as required; furnish to Professional services of others required for the performance of Professional's services hereunder, and Professional shall be entitled to use and rely upon all such information and services provided by City or others in performing Professional's services under this Agreement.

55. Estimates and Projections. Professional has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way City’s plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on Professional’s opinion based on experience and judgment. Professional cannot and does not guarantee that actual costs and/or quantities realized will not vary

from the data projections and estimates prepared by Professional and Professional will not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Professional's data projections and estimates and actual costs and/or quantities realized by City and/or any third party in the future, except to the extent such inconsistencies are caused by Professional's negligent performance hereunder.

56. Third Parties. The services to be performed by Professional are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

[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

_____, a

By: _____

Print Name: _____

Title: _____

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Dale Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk

Scope of Work

Task 1 - Project Management

Project Administration

Project management will be conducted under this task. This includes managing the project team, the scope of work, schedule, and project meetings. Carollo will conduct a project kickoff meeting as well as six additional project meetings. This task also includes Quality Assurance and Quality Control (QA/QC) activities associated with the project.

Kickoff Meeting

This task consists of a project kickoff meeting between City staff and the project team members to confirm project objectives; review scope, budget, and schedule; and review a list of data needs. The following will be accomplished at the kickoff meeting:

- Confirm project objectives.
- Introduce project team, summarize their roles, and establish communication lines.
- Present and review project schedule.
- Present and review data collection list and collect any readily available documents/data.

Carollo will also develop and maintain a decision log, action item list, and data collection list. These documents will promote a smooth project delivery.

Progress Meetings

This task consists of up to three additional progress meetings (in addition to the kickoff meeting) between the project team and City staff throughout the duration of the project. The progress meetings will be scheduled to discuss key milestones for the project, such as the results of the capacity evaluation, recommended improvements/CIP, and draft master plan.

Task 1 City Responsibilities

- Attend project meetings.

Task 1 Deliverables

- Meeting agenda and minutes.
- Monthly progress reports and invoices.
- Decision log and action items list.

Task 2 - Data Collection and Background Review

Carollo will review available relevant reports and other data for use in this project, as well as other relevant information. Carollo will develop a data collection table that will be presented at the project kickoff meeting. Carollo will update the data collection table as items are received and will update the City on outstanding items remaining for the project. Carollo will review all relevant planning documents related to land use, growth projections, and planned developments.

Task 2 City Responsibilities

- Provide requested data.

Task 2 Deliverables

- Data collection list.

Task 3 - Demand Projections

As part of this task, Carollo will document the historical water production, consumption, and unaccounted for water within the City's service area for the past 10 years. Carollo will develop existing water duty factors, by land use and customer classification, based on available land use information provided by the City's planning department.

Carollo will also review available planning documents and data from the City's planning department, such as the City's general plan, specific plans, development applications, and other relevant planning information. Carollo will also review additional available water planning documents, such as the City's 2020 Urban Water Management Plan, to understand the potential for demand growth.

Carollo will develop water demand projections through buildout of the City's service area. The demand projections will consider existing demands, near-term demands, and long-term demand projections. The projected demands will be reviewed with City staff during a project meeting and revised as necessary based on City staff feedback.

Task 3 City Responsibilities

- Provide input on planning/land use parameters and the projected demands.

Task 3 Deliverables

- Projected water demand summaries.

Task 4 - Planning and Analysis Criteria

Carollo will develop and document planning and analysis criteria that will be used to analyze the capacity of the City's water distribution system. The planning and analysis criteria will include parameters such as pressure, velocity, and headloss, fire flow, water supply and storage, and other relevant criteria. The criteria will be reviewed with City staff and revised as necessary based on City staff feedback.

Task 4 City Responsibilities

- Provide input on planning and analysis criteria.

Task 4 Deliverables

- Planning and analysis criteria summary tables.

Task 5 - Hydraulic Model Update

Carollo recently developed and calibrated a water system hydraulic model of the City's water distribution system using the InfoWater Pro modeling software application. This task includes limited updates to the model to reflect any changes that have occurred to the system since the model was calibrated. This update process will include the following:

- Update the model to reflect changes to the City's water mains, including any new mains that have been installed, pipeline replacements, and other changes to the system.
- Carollo will update model controls based on the City's current and expected water well capacities, operational schemes, and other changes that may have occurred to the system.
- Carollo will re-allocate water demands into the hydraulic model based on 2021 water consumption data, by account.
- The results of the hydraulic model update will be reviewed with City staff as part of a project meeting.

Task 5 City Responsibilities

- Provide guidance on recent changes to the distribution system physical and operational parameters.

Task 5 Deliverables

- Hydraulic model update exhibits and summaries.

Task 6 - System Analysis

Carollo will conduct a capacity analysis of the City's water distribution system under existing, near-term and build-out demand conditions. The capacity analysis will include the following:

- Water supply/pumping capacity analysis, including normal operating conditions as well as emergency conditions (as defined through consultation with City staff).
- Storage capacity analysis, including operational, emergency, and fire flow storage capacity.
- Distribution system capacity/conveyance analysis, under Average Day, Maximum Day, and Peak Hour demand conditions.
- Fire flow capacity analysis.

The results of the capacity analysis will be reviewed with City staff as part of a project meeting.

Task 6 City Responsibilities

- Provide input on existing and future capacity analysis results.

Task 6 Deliverables

- Capacity analysis exhibits and summaries.

Task 7 - Develop Project Recommendations

Carollo will develop capital improvement recommendations based on the findings of Tasks 3 through 6. The capital improvements will be developed to mitigate existing and projected deficiencies and to provide additional redundancy and/or operational flexibility. Carollo will develop up to three transmission system alternatives, which will be reviewed with City staff and ranked based on monetary and non-monetary criteria. The selected transmission system alternative will be utilized for the development of the capital improvement plan. Carollo will review the findings of this task with City staff as part of a project meeting.

Task 7 City Responsibilities

- Provide input on water system project recommendations.

Task 7 Deliverables

- Capacity analysis exhibits and summaries.

Task 8 - Develop Capital Improvement Plan

Carollo will develop a capital improvement program that includes capital improvement costs, proposed project phasing, existing and future user cost allocations, and annual capital costs expenditures. Capital improvement costs will be Class 5 estimates as defined by the Association for the Advancement of Cost Engineers. Carollo will conduct a project meeting to review the draft capital improvement program. Carollo will present detailed project sheets for each recommended CIP, including the project description, cost, and phasing. Carollo will also review summary tables of the recommended capital improvement program as part of the meeting.

Carollo will also develop an interactive planning tool of the proposed capital improvement plan as part of this task, utilizing the ESRI StoryMap platform.

Task 8 City Responsibilities

- Provide input on recommended capital improvement plan.

Task 8 Deliverables

- Capital improvement plan table, project detail sheets, and cost summaries.
- Capital improvement plan StoryMap planning tool.

Task 9 - Draft and Final Master Plan

Carollo will develop a Draft Master Plan Report that summarizes the methods, findings and recommendations from Tasks 1 through 8. Carollo will submit the Draft Report to the City for review. Carollo will develop the Final Master Plan Report based on the comments on the Draft Report and any discussion items.

Task 9 City Responsibilities

- Review and provide comments on Draft Master Plan Report.

Task 9 Deliverables

- Draft Master Plan Report (electronic).
- Final Master Plan Report (5 hard copies plus electronic).

Task 10 – Offset Water Analysis

The City currently participates in a joint venture, Stanislaus Regional Water Authority (SRWA), where the City receives treated surface water from SRWA. As part of the Water Sales Agreement associated with SRWA, the City provides the Turlock Irrigation District (TID) non-potable/irrigation water during drought years. The City plans to provide this offset water to TID by using wells that are offline due to water quality concerns and pump them into the storm drainage system to Dianne pond, where it can be pumped to TID canals. Carollo will analyze how many wells would be needed (and for what time frame they would be needed) to meet the Water Sales Agreement. It is understood that the water would be required during irrigation season only. Based on the current agreement the offset water not met by Recycled Water from the RWQCF, would range from 0 gpm to 44,000 gpm on drought years. Carollo will also develop planning level estimates of the improvements needed to discharge the wells into the storm

drainage system and Class 5 estimates of the costs associated with the improvements. These costs will be integrated into the overall Master Plan capital improvement plan.

Carollo will develop a Draft Technical Memorandum (TM) that summarizes the methods, findings and recommendations from the analysis. Carollo will submit the Draft TM to the City for review. Carollo will develop the Final TM based on the comments on the Draft TM and any discussion items.

Task 10 City Responsibilities

- Provide input on the offset water analysis.

Task 10 Deliverables

- Capacity analysis exhibits and summaries.
- Draft Offset Water TM (electronic).
- Final Offset Water TM (electronic).

Task 11 – Administration Building Evaluation

The City currently has several administrative buildings for Operations and Maintenance staff at the RWQCF. The administrative buildings have not been updated in over 20 years and therefore as more staff has come on-board there have been issues of keeping groups together such as Utilities, Maintenance, and RWQCF operations staff. Just to the North of the RWQCF site there is multiple buildings that are for fleet, utilities, parks, and public transportation. The City would like to have this area and the RWQCF administration buildings/laboratory master planned to come up with a future plan to keep groups together and make additional room for equipment storage, maintenance areas, and material storage. This task will be to have up to four (4) meetings with City staff to discuss the goals of what each division needs in the future and then go over preliminary plans for the area. Carollo will then provide Class 5 estimates for the proposed changes and provide figures showing the proposed layout including some building materials. It should be noted that the area to the north of the RWQCF that is occupied by the Police Department, Fire Department, and Animal Services will not be part of this scope. Siting options will include the existing Corporation yard and the RWQCF facilities.

Task 11 City Responsibilities

- Provide input on current and future needs for O&M staff and structures.

Task 11 Deliverables

- Meeting agendas and minutes for each meeting (Total of 4) - Electronic
- DRAFT TM (electronic)
- Final TM (electronic and 5 hardcopies)
- Cost Estimates to be provided in TM
- Layout Drawings to be provided in TM.



FEE ESTIMATE
WATER MASTER PLAN
 City of Turlock



Task Description	Hours by Classification								Labor	PECE	Printing/Travel	Other Direct Expenses ⁽¹⁾	Estimated Fee
	Principal in Charge	Project Manager	Technical Advisor	Project Engineer	Hydraulic Modeling	GIS	Word Processing	Total Hours					
	Ryan Sellman	Ryan Orgill	Tim Loper	Joaquin Ramirez	Grace Mitzel	Jackie Silber/Kevin Christensen	Candice Padilla				PECE	Other	
	\$270	\$270	\$305	\$200	\$180	\$151	\$128				\$ 13.00		
Task 1 - Project Management	8	40	16	20	0	4	16	104	\$ 24,500	\$ 1,352	\$ 2,000	\$ 3,400	\$ 27,900
Task 2 - Data Collection and Background Review	2	12	0	24	38	10	2	88	\$ 17,200	\$ 1,144	\$ -	\$ 1,100	\$ 18,300
Task 3 - Demand Projections	2	16	2	34	48	12	4	118	\$ 23,200	\$ 1,534	\$ -	\$ 1,500	\$ 24,700
Task 4 - Planning and Analysis Criteria	2	8	2	16	12	2	2	44	\$ 9,200	\$ 572	\$ -	\$ 600	\$ 9,800
Task 5 - Hydraulic Model Update	0	16	4	24	40	14	0	98	\$ 19,700	\$ 1,274	\$ -	\$ 1,300	\$ 21,000
Task 6 - System Analysis	4	16	4	36	66	6	0	132	\$ 26,600	\$ 1,716	\$ -	\$ 1,700	\$ 28,300
Task 7 - Develop Project Recommendations	4	14	6	22	48	6	0	100	\$ 20,600	\$ 1,300	\$ -	\$ 1,300	\$ 21,900
Task 8 - Develop Capital Improvement Plan	2	12	4	20	38	14	0	90	\$ 18,000	\$ 1,170	\$ -	\$ 1,200	\$ 19,200
Task 9 - Draft and Final Master Plan	4	16	8	36	64	21	11	161	\$ 31,300	\$ 2,093	\$ 1,500	\$ 3,600	\$ 34,900
Task 10 - Offset Water Analysis	2	22	4	36	14	10	8	96	\$ 20,000	\$ 1,248	\$ -	\$ 1,200	\$ 21,200
Task 11 - Administration Building Evaluation	60	160	25	100	0	80	12	437	\$ 100,600	\$ 5,681	\$ 6,500	\$ 12,200	\$ 112,800
Total Hours and Fee	90	332	75	368	368	179	56	1,468	\$ 310,900	\$ 10,084	\$ 10,000	\$ 29,100	\$ 340,000

Notes:
 (1) Other direct expenses include mileage traveling to/from meetings at IRS Federal Rate, reproduction at cost plus 5%, and Project Equipment and Communication Expense billed at \$13.00 per hour.
 (2) Rates are based on 2022 billing rates.

City Council Staff Report

March 28, 2023



From: Erik Schulze, Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for the formation of the Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 23-012, 1037 S. Kilroy Road (APN 044-010-011), and directing the City Engineer to act as the Engineer of Work and produce an Engineer's Report which details the annual costs to the development

2. SYNOPSIS:

Beginning the procedures for the formation of the Landscape and Lighting Assessment District and the Street Maintenance Benefit Assessment Area for the Shergill commercial development.

3. DISCUSSION OF ISSUE:

The Shergill commercial project is the development of a 10-acre parcel for a truck yard for semi-trucks and trailers. The development is being constructed in two phases: Phase 1 will develop 4.5 acres for seventy-two (72) truck/trailer parking spaces and it will include onsite improvements and full frontage improvements such as curb, gutter, and sidewalk. Phase 1 is near completion; Phase 2 will commence approximately 24-36 months afterwards and it will develop the remaining six (6) acres with an additional eighty-six (86) truck/trailer parking spaces. The project is located inside the Westside Industrial Specific Plan (WISP) more particularly at 1037 S. Kilroy Road (APN 044-010-011).

As a condition of the development and Minor Discretionary Permit No. 2020-26, the development project is required to form an assessment district and benefit assessment area to finance the operation and maintenance of storm drainage facilities, streets, and street lighting.

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of assessment districts and benefit assessment areas. Their purpose is to ensure that development pays for its own maintenance and operation of streetlights, landscape maintenance, street sweeping, drainage facilities, and future slurry seals. The formation of assessment districts and benefit assessment areas allow the associated developments to be built without placing an unfinanced service burden on existing City funds that maintain these components.

The proceedings for the formation of an assessment district and benefit assessment area are conducted at three (3) Council meetings. The Council's action tonight is the first meeting and will initiate proceedings and direct the City Engineer to produce and file an Engineer's Report with the City Clerk for submission to Council. In the second meeting, currently scheduled for April 11, 2023, Council may approve the report, as filed, or the Council may modify the report and approve it as modified. After approval of the report as filed or as modified, the Council will declare its intention to levy and collect assessments and schedule a public hearing to allow any interested person to file a written protest or address the Council on this matter.

In the third and final meeting, currently scheduled for June 13, 2023, Council will conduct the public hearing and upon its conclusion, by resolution, order the formation of the Shergill Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area and confirm the diagram and assessments. This action will be filed with the Stanislaus County Auditor in Fiscal Year 2024-25.

The Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, when formed, will ensure that the development pays for its own maintenance and operation of future slurry seals, street sweeping, one street light, and storm drainage facilities.

4. BASIS FOR RECOMMENDATION:

- A. Staff's recommendation is based on laws governing the provision of funding for basic improvements or maintenance in a subdivision or development.
- B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on City street maintenance, lighting, and drainage so as to not affect existing City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None at this time. The fiscal impact will be determined at the second meeting by Council's approval of the Engineer's Report, as filed or as modified.

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Decline to initiate the proceedings to form this assessment district and benefit assessment area. City staff does not recommend this alternative as the maintenance costs for the infrastructure in this development would then impact other City funds.

B. Decline to direct the City Engineer to produce an Engineer's Report. City staff does not recommend this alternative as the Engineer's Report must be presented to Council for approval in the second meeting of the formation process.

10. ATTACHMENTS:

A. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING	}	RESOLUTION NO. 2023-XXX
PROCEEDINGS FOR THE FORMATION	}	
OF THE SHERGILL LANDSCAPING	}	
AND LIGHTING ASSESSMENT DISTRICT	}	
AND THE STREET MAINTENANCE BENEFIT	}	
ASSESSMENT AREA, DEVELOPMENT	}	
PROJECT NO. 23-012, 1037 S. KILROY	}	
ROAD (APN 044-010-011) AND DIRECTING	}	
THE CITY ENGINEER TO ACT AS THE	}	
ENGINEER OF WORK AND PRODUCE AN	}	
ENGINEER’S REPORT WHICH DETAILS	}	
THE ANNUAL COSTS TO THE	}	
DEVELOPMENT	}	
_____	}	

WHEREAS, the Shergill commercial development, located at 1037 S. Kilroy Road, includes the construction of a truck yard for semi-trucks and trailers; and

WHEREAS, the property owner agreed to the conditions of the Minor Discretionary Permit No. 2020-26, two of which require the developer to provide written consent to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service as provided in Section 54715 of the California Government Code, and to the formation of an assessment district to finance the maintenance of landscaping as provided in Section 22500 of the Streets and Highways Code.

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

1. Formation of a Landscape and Lighting Assessment District. The City Council of the City of Turlock proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the improvements described as follows:

The maintenance and replacement of street lighting, streets, improvements and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the Shergill development, a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number 044-010-011 County of Stanislaus, State of California.

2. Formation of a Benefit Assessment Area. The City Council of the City of Turlock proposes to form a benefit assessment area pursuant to the Benefit Assessment Act of 1982 for the improvements described as follows:

All roadway improvements and drainage facilities within the City right of way, from the centerline of the road to the City right of way, along the S. Kilroy Road frontage for

that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 044-010-011 County of Stanislaus, State of California.

3. The proposed Landscape and Lighting Assessment District and the Benefit Assessment area is described as follows:

All road, lighting, and drainage facilities within the City right of way from the centerline of the road to the City right of way, along the S. Kilroy Road frontage for that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 044-010-011, and shall be designated as the "Shergill Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area", Development Project No. 23-012, City of Turlock, County of Stanislaus, State of California.

4. The City Council of the City of Turlock designates the City Engineer of the City of Turlock as the Engineer of Work for the purpose of these formation proceedings.

5. The City Engineer is hereby ordered to prepare and file a report in accordance with Article 4 (commencing with section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

6. Upon completion of the report, the City Engineer shall file the report with the City Clerk for submission to the City Council of the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

**SITE MAP
of
SHERGILL LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
and
STREET MAINTENANCE BENEFIT ASSESSMENT AREA**



City Council Staff Report

March 28, 2023



From: Erik Schulze, Public Works Director

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations made to the City of Turlock Public Works Department from various donors from October 2021 through January 2023 in the amount of \$5,000 (monetary donations) in account number 270-61-635-415.37200_000 "Active Military Banner Donation General", \$7,250 (monetary donations) in account number 110-61-622-002.35720 "Christmas Parade – Revenue", \$2,788 (monetary donations) in account number 270-61-635-399.37200_000 "Donations General", \$1,629.38 (monetary donations) in account number 269-60-614-380.37200_000 "Park – Donations General" and \$1,820 (monetary and in-kind donations) in account number 110-61-624-053.35720 "Turkey Trot – Revenue" to fund/aid a variety of Public Works Department programs, scholarships and activities

2. SYNOPSIS:

Accepting donations from various donors October 2021 through January 2023 through the City of Turlock website on-line donations, City of Turlock Employees payroll deduction and other donation opportunities.

3. DISCUSSION OF ISSUE:

Staff have successfully engaged private businesses, non-profit agencies, and individuals to support a variety of recreation, sports, and art activities. Monies received through these monetary donations assist with a variety of Public Works programs, scholarships and activities.

On-line donations are received through the City of Turlock website, through Community Pass. Customers can register for a program or activity and at the same time they are given the opportunity to donate additional funds to support recreation programs, scholarships, and activities. City of Turlock employees have the

opportunity to donate through payroll deduction. Various other monetary and in-kind donations have helped support programs such as the Christmas Parade and Turkey Trot Fun Run. Donations for the months of October 2021 through January 2023 were \$18,487.38 (Attachment B).

4. BASIS FOR RECOMMENDATION:

- A. Pursuant to California Government Code Section 37354, the City Council may accept donations made to the City.
- B. Donations such as this reduce the funding necessary from the General Fund and support various programs and activities.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$18,487.38

Receive revenue in the amount of \$5,000 (monetary donations) in account number 270-61-635-415.37200_000 "Active Military Banner Donation General"

Receive revenue in the amount of \$7,250 (monetary donations) in account number 110-61-622-002.35720 "Christmas Parade – Revenue"

Receive revenue in the amount of \$2,788 (monetary donations) in account number 270-61-635-399.37200_000 "Donations General"

Receive revenue in the amount of \$1,629.38 (monetary donations) in account number 269-60-614-380.37200_000 "Park – Donations General"

Receive revenue in the amount of \$1,820 (\$1000 monetary and \$820 in-kind donations) in account number 110-61-624-053.35720 "Turkey Trot – Revenue"

The Finance Department has reviewed the account numbers for the donations.

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. The Council may choose not to accept these donations and refund them. Staff does not recommend this alternative as these donations were obtained from the community to support programs, scholarships, and recreational activities.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Donations Report

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

RESOLUTION NO. 2023-

IN THE MATTER OF ACCEPTING }
 DONATIONS MADE TO THE CITY OF }
 TURLOCK PUBLIC WORKS DEPARTMENT }
 FROM VARIOUS DONORS FROM OCTOBER }
 2021 THROUGH JANUARY 2023 IN THE }
 AMOUNT OF \$5,000 (MONETARY }
 DONATIONS) IN ACCOUNT NUMBER 270- }
 61-635-415.37200_000 "ACTIVE MILITARY }
 BANNER DONATION GENERAL", \$7,250 }
 (MONETARY DONATIONS) IN ACCOUNT }
 NUMBER 110-61-622-002.35720 }
 "CHRISTMAS PARADE – REVENUE", }
 \$2,788 (MONETARY DONATIONS) IN }
 ACCOUNT NUMBER 270-61-635- }
 399.37200_000 "DONATIONS GENERAL", }
 \$1,629.38 (MONETARY DONATIONS) IN }
 ACCOUNT NUMBER 269-60-614- }
 380.37200_000 "PARK – DONATIONS }
 GENERAL" AND \$1,820 (MONETARY AND }
 IN-KIND DONATIONS) IN ACCOUNT }
 NUMBER 110-61-624-053.35720 "TURKEY }
 TROT – REVENUE" TO FUND/AID A }
 VARIETY OF PUBLIC WORKS }
 DEPARTMENT PROGRAMS, }
 SCHOLARSHIPS AND ACTIVITIES }

WHEREAS, staff have successfully engaged private businesses, non-profit agencies, and individuals to support a variety of recreation, sports, and art activities by making monetary donations; and

WHEREAS, monies received through these monetary donations assist with a variety of Public Works programs, scholarships and activities; and

WHEREAS, Pursuant to California Government Code Section 37354, the City Council may accept donations made to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept donations made to the City of Turlock Public Works Department from various donors October 2021 through January 2023 in the amount of \$5,000 (monetary donations) in account number 270-61-635-415.37200_000 "Active Military Banner Donation General", \$7,250 (monetary donations) in account number 110-61-622-002.35720 "Christmas Parade – Revenue", \$2,788 (monetary donations) in account number 270-61-635-399.37200_000 "Donations General", \$1,629.38 (monetary donations) in account number 269-60-614-380.37200_000 "Park – Donations General" and \$1,820 (monetary and in-kind donations) in account number 110-61-624-053.35720

“Turkey Trot – Revenue” to fund/aid a variety of Public Works Department programs, scholarships and activities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk
City of Turlock, County of Stanislaus,
State of California

Revenue by Program Report							
Date Range	10/01/2021 - 01/31/2023						
Program	Credit Card	Check	Refund-CC	Other	Total	RC Code	
Activity Military Banner	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	RC121	270-61-635-415.37200_000 AMB - Donation General
Christmas Parade	\$0.00	\$7,250.00	\$0.00	\$0.00	\$7,250.00	RC011	110-61-622-002.35720 Christmas - Parade Revenue
Donation	\$1,165.00	\$0.00	(\$129.00)	\$0.00	\$1,036.00	RC098	270-61-635-399.37200_000 Donations General
Donation	\$276.00	\$0.00	(\$10.00)	\$0.00	\$266.00	RC098	270-61-635-399.37200_000 Donations General
Donation	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00	RC098	270-61-635-399.37200_000 Donations General
Donation	\$601.00	\$0.00	\$0.00	\$0.00	\$601.00	RC098	270-61-635-399.37200_000 Donations General
Donation	\$210.00	\$0.00	\$0.00	\$0.00	\$210.00	RC098	270-61-635-399.37200_000 Donations General
Donation	\$335.00	\$0.00	\$0.00	\$0.00	\$335.00	RC098	270-61-635-399.37200_000 Donations General
Donation General	\$0.00	\$260.00	\$0.00	\$0.00	\$260.00	RC098	270-61-635-399.37200_000 Donations General
Memorial Bench/Tree Donation	\$0.00	\$1,629.38	\$0.00	\$0.00	\$1,629.38	RC108	269-60-614-380.37200_000 Park - Donations General
Turkey Trot Sponsor	\$0.00	\$1,000.00	\$0.00	\$820.00	\$1,820.00	RC085	110-61-624-053.35720 Turkey Trot - Revenue

\$5,000.00	270-61-635-415.37200_000 AMB - Donation General
\$7,250.00	110-61-622-002.35720 Christmas - Parade Revenue
\$2,788.00	270-61-635-399.37200_000 Donations General
\$1,629.38	269-60-614-380.37200_000 Park - Donations General
\$1,820.00	110-61-624-053.35720 Turkey Trot - Revenue
\$18,487.38	Total

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE ZONING } MAP OF THE CITY OF TURLOCK, CALIFORNIA, } ATTACHED TO TITLE 9 OF THE TURLOCK } MUNICIPAL CODE [REZONE 2022-03 } (2710 GEER RD)] TO REZONE THE PROPERTY } FROM PD 34 TO COMMUNITY COMMERCIAL }	ORDINANCE NO. -CS
--	--------------------------

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

SECTION 1. ENVIRONMENTAL DETERMINATION. The City Council finds that the report or declaration reflects the independent judgement of the lead agency and that the project is exempt from the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15301 (Existing Facilities).

SECTION 2. REZONE AND PLANNED DEVELOPMENT FINDINGS FOR APPROVAL:
After considering the public testimony at a properly noticed public hearing held on March 14, 2023, and a second reading on March 28, 2023, the Turlock City Council finds and determines as follows:

1. That the proposed rezoning is consistent with the General Plan.
2. That the proposed site is suitable for the type of potential development.
3. That the site is suitable for the intensity of the proposed use.
4. That the proposed rezoning will not cause substantial environmental damage.
5. That the public necessity, convenience and general welfare require the proposed amendment.

SECTION 3. ZONING CHANGE. The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Planned Development 34 (PD 34) to Community Commercial (CC), under the provisions of Title 9 of the Turlock Municipal Code, and said real property shall hereafter be subject to the provisions and regulations of this Chapter relating to property located within such Districts. Said property is described as follows:

Being a portion of Parcel T of that certain Parcel Map, in the City of Turlock, County of Stanislaus, State of California, filed for record August 17, 1977 in Book 25 of Parcel Maps, at Page 81, Stanislaus County Records and lying in Section 11, Township 5

South, Range 10 East, Mount Diablo Base and Meridian, Stanislaus County, California, said portion of Parcel T being more particularly described as follows:

Beginning at the Northeast corner of said Parcel T, thence South 0 11' 35" East along the East line of said Parcel a distance of 200 feet to the Southeast corner of Parcel T, said corner also being the Northeast corner of Parcel B of that certain Parcel Map filed for record November 19, 1971 in Book 13 of Parcel Maps at Page 2, Stanislaus County Records, thence South 89 degrees 39' 40" West along the South line of said Parcel T and the North line of said Parcel B, a distance of 439.65 feet to the Northwest corner of said Parcel B; thence North 0 degrees 11' 35" West parallel to the East line of Parcel T, a distance of 200.00 feet to the North line of said Parcel; thence North 89 degrees 39' 40" East along said North line, a distance of 439.65 feet, to the Northeast corner thereof, and the point of beginning.

Together with Parcel B of that certain Parcel Map filed for record November 19, 1971, in Book 13 of Parcel Maps, at Page 2, Stanislaus County Records.

APN: 072-014-060-000

SECTION 4. ZONING MAP. The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the map attached hereto (Exhibit A), which is hereby made a part of this ordinance by reference.

SECTION 5. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 6. ENACTMENT. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. Prior to the expiration of fifteen (15)

days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March, 2023, by the following vote:

AYES:	Abram, Bixel, Monez, Franco, Bublak	(5)
NOES:	None	(0)
NOT PARTICIPATING:	None	(0)
ABSENT:	None	(0)

Signed and approved this 28th day of March, 2023.

SIGNED:

Amy Bublak, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

George Petrulakis, City Attorney

City Council Staff Report

March 28, 2023



From: Isaac Moreno, Finance Director
Prepared by: Lisa Quiroga, Purchasing Supervisor
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Adopting a Cell Phone Stipend Policy Citywide.

2. SYNOPSIS:

Adopting a Cell Phone Stipend Policy Citywide.

3. DISCUSSION OF ISSUE:

For over ten (10) years the City of Turlock has provided employees with digital radios and cell phones as means of communication with the public, vendors, and other City staff. As the number of City employees has grown so have the number of cell phones issued to staff.

The Purchasing Division currently oversees one hundred and two (102) City cell phones with the exception of public safety along with sixty (60) City issued tablets. Purchasing staff manage all aspects of the City cell phones and tablets from ordering, implementation, troubleshooting, plan management, app installations, password resets, invoice payments, surplus, etc. Currently with the number of cell phones issued to City staff the oversight on the cell phones can consume one staff members time in Purchasing for hours or up to an entire work day.

Many organizations have transitioned from issuing cell phones to staff instead by providing a cell phone stipend. The issuance of a stipend has shown not only to be cost effective but also alleviating tasks for staff related to oversight on the cell phones. During the course of drafting the City of Turlock Cell Phone Stipend Policy the Finance Department met with each individual department director to review their staffs needs of communication and if a cell phone stipend was warranted. Those positions identified have been outlined in Exhibit A of the Cell Phone Stipend Policy.

Employees who hold positions that include the need for a cell phone may receive a cell phone stipend to compensate for business-related costs incurred when using their

individually-owned cell phones. The stipend amount will be included in the employee's paycheck as a non-compensatory reimbursement. The stipend does not constitute an increase in base pay and will not be included in the calculation of percentage increases/decreases to base pay, and is not subject to PERS. The level of cash subsidy (stipend) will be determined by a person's job duties as it relates to cell phone use and access.

The recipient of the cell phone stipend will be responsible in purchasing and/or maintaining a cell phone and establishing a service contract with a provider of their choice. The recipient will be responsible to resolve issues with their service provider, inform the Human Relations Department, direct supervisor and Information Technology when their cell phone is stolen or missing as the City does not accept any liability for claims, charges, or disputes that arise.

Although the cost savings from switching from citywide issued cell phones to a cell phone stipend will not be significant in the beginning but over the course of time it will prove to be cost effective and free up time for staff. The changes will be seen immediately in the overhead of staff, reduction of annual licenses in the Mobile Device Management, and gradually in the discontinuation in the purchase of new phones and accessories.

4. BASIS FOR RECOMMENDATION:

- A. Switching from citywide issued cell phones to a cell phone stipend will result in a cost savings for the City.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Recently the City's provider has transitioned to a new government agreement with all new lines of service initiating a two-year contract with an early termination fee. There are currently 53 estimated lines that will cost \$6,395 to terminate. This cost will impact multiple funds depending on the users department.

6. STAFF RECOMMENDATION:

A cell phone stipend policy has been adopted by many organizations and has proven to be beneficial for both staff and organizations staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council may choose not to approve the Cell Phone Stipend Policy; however, this alternative is not recommended as many organizations have transitioned to issuing cell phone stipends in order to save money and alleviate time consuming tasks related to citywide issued cell phones.

10. ATTACHMENTS:

A. Cell Phone Stipend Policy



CITY OF TURLOCK

Attachment A

ADMINISTRATIVE POLICY
SUBJECT: Cell Phone Policy

DATE: March 2023
AUTHORITY: City Manager

PURPOSE

The City of Turlock (City) recognizes that the performance of certain job responsibilities may be enhanced by or may require the use of a cellphone or a smartphone. The purpose of this policy is to establish fair and consistent policy that outlines an employee's eligibility, process for requesting a cell phone reimbursement stipend or City issued cell phone, and employee rights and responsibilities under this policy.

POLICY

It is the policy of the City, whenever possible, to provide a cell phone reimbursement stipend to those employees that meet the eligibility criteria. Generally speaking, with the exception of shared resources and certain public safety operations, the City will not provide City-issued cellular devices. All cellular phone requests will be evaluated based on the eligibility requirements set forth in this policy. The City Manager, or designee, has full discretion to determine approval based on eligibility requirements, available funding, alternative communication methods, and other business-related reasons.

A list of authorized positions to receive a monthly cell phone stipend will be maintained and identified as Exhibit A. The City Manager at his/her discretion may modify Exhibit A to add positions and/or omit previously identified positions at his/her discretion.

PROCEDURE

Eligibility Criteria

An employee is eligible for a reimbursement stipend if one of the following criteria is met:

- The job functions of the employee require considerable work time outside of their assigned office or work area and it is important to the City that they are accessible by cell phone during those times.
- The job functions of the employee require him/her to be accessible by cell phone outside of scheduled or normal working hours.

The positions meeting these criteria have been identified in Exhibit A. An employee who occasionally may use a cell phone for business purposes is not eligible for a stipend or City-issued device.

Process

Department Heads or their designee requesting a new stipend or City-issued phone for themselves or their staff should complete and submit the attached "Cell Phone Request Form" to the City Manager, or designee, for approval. Each Department Head is strongly encouraged to evaluate whether a cell phone device is necessary before submitting a request, and to use alternative means of communication (e.g., landlines, radios, etc.) when such alternatives would provide adequate and less costly service to the City.

The City Manager will review each request on a case-by-case basis to determine if an employee's position meets the eligibility requirements and warrants a cell phone reimbursement stipend or City-issued device based on available funding and business needs.

Cell Phone Reimbursement Stipend

If approved for a reimbursement stipend, the applicable amount will be included in the employee's paycheck as a non-compensatory reimbursement.

This reimbursement stipend does not constitute an increase to base pay, will not be included in the calculation of percentage increases/decreases to base pay, and is not subject to PERS.

The City will pay only the agreed upon stipend amount. The reimbursement stipend is neither permanent nor guaranteed. The City reserves the right to remove the reimbursement stipend if the employee is no longer deemed eligible or if budget constraints require a reduction in costs.

Stipend Amounts

As of January 1, 2023, the amount of the reimbursement stipend will be split into the following three tiers:

- \$40 per month (General City Staff)
- \$60 per month (Managers and Supervisors)
- \$90 per month (City Manager, City Council, and Directors)

Employee Rights & Responsibilities

If approved for a stipend, the employee is responsible for purchasing and/or maintaining a cell phone and establishing a service contract with the cell phone service provider of their choice. The employee is responsible for purchasing their own cell phone service and equipment.

If there are problems with service, the employee is expected to work directly with the carrier for resolution. Support from the Information Technology Division is limited to connecting a personally-owned cellular device to City-provided services, including email, calendar, and contacts.

If the employee terminates their wireless contract at any point, they must notify Human Relations within five (5) business days so the stipend can be terminated accordingly. The employee is responsible to reimburse the City for any overpayment resulting from failing to notify Human Relations in a timely manner regarding termination of wireless contract.

If a cell phone is stolen or missing, it must be reported to the Human Relations Department, Information Technology, and the employee's direct supervisor by next scheduled work day. The employee is responsible to reimburse the City for any overpayment resulting from failure to notify Human Relations regarding a lost or stolen cell phone.

The City does not accept any liability for claims, charges, or disputes between the service provider and the employee. Cell phones covered by this policy are necessary for the efficient and effective conduct of City business and/or to create, receive, send, or store City data. As a result, information contained on the cellular device, as it relates to City conducted business, may be subject to records disclosure requirements. The employee must assist the City in providing access to information about or contained on the cell phone covered by this policy in response to such requests.

Cancellation

Reimbursement stipends will cease when an employee receiving a cell phone reimbursement stipend terminates employment with the City. Any such stipend will also be cancelled if an employee changes job positions and no longer meets the eligibility criteria. In case of a change in job positions, a new cell phone stipend request must be submitted to City Manager for review of the eligibility criteria.

If applicable, the employee should adhere to any department level policies regarding cell phone use.

City-Issued Cell Phones

The City may own and retain a limited number of cell phones for emergency, disaster recovery, and/or other business purposes, including:

- Shared Cell Phones: Arrangement involving multiple individuals sharing one cell phone that is turned in by each employee at the end of his or her shift.
- On-call Department Cell Phones: Used for business purposes only, this arrangement involves multiple individuals that take turns being on call and share one phone.
- Approved Positions (e.g., Code Enforcement, Police Sworn, Department Heads, etc.) that use their cell phones in a sensitive nature that would otherwise compromise their identity if they used their own personal cell phone for business.

City-issued phones will be used for basic calling, texting, and any other task related to their position. Employee's use of City-owned cell phones is for business only.

ATTACHMENT:

Cell Phone Request Form



City of Turlock Cell Phone Request Form

A Department Head or designee may evaluate and determine that an employee's position requires a cell phone or a stipend to execute their duties more effectively.

The following shall be completed by the supervisor to determine if an employee needs a cell phone to perform job duties and is potentially eligible for a cell phone stipend.

Employee Name: _____

Job Title: _____

Department: _____

Mobile Phone Number: (_____) _____

Requested Start Date: _____

Eligibility Criteria: Please check any boxes that apply to the employee.

<input type="checkbox"/>	The job functions of the employee require considerable time outside of his/her assigned office or work area and it is important to the City that they are accessible during those times.
<input type="checkbox"/>	The job functions of the employee require them to be accessible outside of scheduled or normal working hours.

Option Requested: Please check the box that applies.

<input type="checkbox"/>	City-Issued Cell Phone
<input type="checkbox"/>	Cell Phone Reimbursement Stipend

By signing below, I acknowledge that I have read and understand City's Cell Phone Policy and agree to abide by the terms and conditions of the policy.

Employee: _____

Date: _____

Department Head/Designee: _____

Requested Date: _____

City Manager: _____

Approval Date: _____

EXHIBIT A

Staff Positions Identified for Stipend

City Manager's Office

City Manager (Optional)

Deputy City Manager (Optional)

Risk Management Director (Optional)

Economic Development Director/Communications Officer (Optional)

Executive Assistant to the City Manager/City Clerk

Executive Assistant to the City Manager/City Clerk Trainee

Information Technology Division

I.T. Manager

I.T. Coordinator

I.T. Analyst II

I.T. Technician

Development Services Department

Development Services Director (Optional)

Building Division

Chief Building Official

Building Inspector II

Building Inspector, I

Housing Division

Housing Program Manager

Housing Rehabilitation Specialist

Planning Division

Planning Manager

Finance Department
Finance Director (Optional)
Accounting Division
Principal Accountant
Purchasing Division
Purchasing Supervisor
Utility Billing Division
Financial Customer Services Supervisor

Fire Department
All Fire Battalion Chiefs
Fire Operations Division Chief
Fire Training Division Chief

Human Relations Department
Human Relations Director (Optional)
Principal Human Relations Analyst
Human Relations Analyst

Municipal Services Department
Municipal Services Director (Optional)
Executive Administrative Assistant
Operations Division
WQC Division Manager
WQC Supervisor
WWTPO Sr.
WWTPO II
WWTPO I

Electrical/Mechanical Maintenance Division

Electrical/Mechanical Supervisor

Electrical/Mechanical Supervisor Assistant

Electrical/Mechanical Technician Sr.

Electrical/Mechanical Technician II

Electrical/Mechanical Technician I

Electrical/Instrument Technician Sr.

Electrical/Instrument Technician

WQC Lab & Pre-Treatment Division

WQC Lab Supervisor

Environmental Compliance Inspector

Regulatory Affairs Division

Regulatory Affairs Manager

Staff Services Analyst

Utility Maintenance Division

Utilities Division Manager

Utilities Supervisor

Utilities Supervisor Assistant

Fleet Division

Fleet Maintenance Supervisor

SRWA Operations Division

Water Treatment Plant Manager

Water Treatment Plant Supervisor

Police Department

Chief of Police (Optional)

Police Support Operations Manager

Public Works Department

Public Works Director (Optional)

Deputy Public Works Director

Engineering Division

City Engineer

Public Works Supervisor/City Surveyor

Land Surveying Technician I/II

Public Works Construction Inspector Sr.

Public Works Construction Inspector

Transit Division

Transit Manager

Maintenance Division

Parks, Streets, & Public Facilities Superintendent
--

Publics Facilities Maintenance Supervisor

Public Facilities Maintenance Assistant Supervisor
--

Recreation Division

Recreation Superintendent

Recreation Supervisor

Recreation Coordinator

City Council Staff Report

March 28, 2023



From: Reagan M. Wilson, City Manager

Prepared by: Reagan M. Wilson, City Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a resolution to establish an Information Technology Department, to include the appointment of an Information Technology Director (currently Information Technology Manager) by the City Manager, reclassification of the Information Technology Coordinator to Information Technology Manager, Information Technology Coordinator (vacant) to Information Technology Technician, Information Technology Analyst II (2) to Information Technology Analyst, Senior, and Information Technology Technician to Information Technology Analyst I, job description revisions, and amending the Management Salary Schedule effective April 1, 2023

2. SYNOPSIS:

Staff is recommending approval of the establishment of an Information Technology Department, to include the appointment of a department director, the reclassification of various incumbents, job description revisions, and amending the Management Salary Schedule effective April 1, 2023.

Adopting a Resolution approving an amendment to the Salary Schedule of the existing Management Schedule of Benefits previously adopted by Resolution No. 2023-010 dated January 10, 2023, to include all approved Management salary ranges.

3. DISCUSSION OF ISSUE:

During the recent mid-year budget discussions, Council made it clear that our information technology functions need to be improved. As a first step, staff is requesting changes that would allow for more effective and efficient work flow, employee retention including succession planning, improved response time, and streamlined department processes which will result in a more cohesive workforce and provide better customer service to both internal and external customers.

Cyber related incidents have been increasing in both frequency and severity and have occurred at numerous municipalities across the country. Most recently, the City

of Modesto and California State University Stanislaus experienced cyber-attacks. The frequency of threats and the number of breaches and cyber-attacks against private and public sector organizations is increasing. A breach or cyber-attack can be costly to the City in time, resources, and have a negative effect on finances. Recently, additional cyber protection software was approved which should provide extra protection and there is continued training for employees around this issue.

On February 6, 2023, the City filled a newly allocated position, Geographic Information Services (GIS) Coordinator, to support the demands from various departments. The GIS Coordinator is responsible for monitoring trends in GIS technology. The incumbent recommends planning, trainings, and new innovations in the field of GIS technology.

This department will be responsible for the creation and maintenance of a brand-new user-friendly City website, which will require collaboration with all City departments.

As a result of this action, the following positions will be reclassified as follows:

- Information Technology Manager from range 35.8 to Information Technology Director, range 39.1 of the Management (Mgt.) Salary Schedule.
- Information Technology Coordinator from range 36.2 of the Turlock City Employee's Association (TCEA) Salary Schedule to Information Technology Manager, range 35.8 of the Mgt. Salary Schedule.
- Information Technology Coordinator (vacant) from range 36.2 of the TCEA Salary Schedule to Information Technology Technician, range 25.2 of the TCEA Salary Schedule.
- Information Technology Analyst (2) from range 29.2 of the TCEA Salary Schedule to Information Technology Analyst, Senior, range 34.2 of the TCEA Salary Schedule.
- Information Technology Technician from range 25.2 to Information Technology Analyst I, range 27.2 of the TCEA Salary Schedule.

4. BASIS FOR RECOMMENDATION:

The recommended establishment of an Information Technology Department will align responsibilities and functions under the appropriate leadership which will in turn allow the department to improve their response time and provide services in a more efficient manner.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact will result in a cost savings of \$10,200 for the remainder of FY 2022-2023.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. The Council could choose to reject the proposed establishment of an Information Technology Department.

10. ATTACHMENTS:

- A Draft Resolution
- B Organizational Chart
- C Amended Management Group salary schedule
- D Information Technology Department Director job description (new)
- E Information Technology Manager job description (revised)
- F Information Technology Analyst, Senior job description (revised)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING A
RESOLUTION TO ESTABLISH AN
INFORMATION TECHNOLOGY DEPARTMENT,
TO INCLUDE THE APPOINTMENT OF AN
INFORMATION TECHNOLOGY DIRECTOR
(CURRENTLY INFORMATION TECHNOLOGY
MANAGER) BY THE CITY MANAGER, THE
RECLASSIFICATION OF THE INFORMATION
TECHNOLOGY COORDINATOR TO
INFORMATION TECHNOLOGY MANAGER,
INFORMATION TECHNOLOGY COORDINATOR
(VACANT) TO INFORMATION TECHNOLOGY
TECHNICIAN, INFORMATION
TECHNOLOGY ANALYST II (2) TO
INFORMATION TECHNOLOGY ANALYST,
SENIOR, INFORMATION TECHNOLOGY
TECHNICIAN TO INFORMATION
TECHNOLOGY ANALYST I, JOB
DESCRIPTION REVISIONS, AND AMENDING
THE MANAGEMENT SALARY SCHEDULE
EFFECTIVE APRIL 1, 2023**

RESOLUTION NO. 2023-XXX

WHEREAS, Section 2-4-207 of the Turlock Municipal Code provides that the City Manager is responsible for the efficient administration of all affairs of the City which are under his control; and

WHEREAS, Section 2-4-207(d) of the Turlock Municipal Code provides the City Manager with the power and duty to recommend to the City Council the reorganization of offices, positions, departments, or units under his direction as he may deem in the interest of the efficient, effective, and economical conduct of the City’s business; and

WHEREAS, the recommended establishment of an Information Technology Department will align responsibilities and functions under the appropriate leadership; and

WHEREAS, requesting changes that would allow for more effective and efficient work flow, employee retention including succession planning, improve response time, streamline department processes and result in a more cohesive workforce, which will provide better customer service to both internal and external customers; and

WHEREAS, the fiscal impact will result in a cost savings of: \$10,200 for the remainder of FY 2022-2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock

does hereby approve a resolution to establish an Information Technology Department, to include the appointment of an Information Technology Director (currently Information Technology Manager) by the City Manager, the reclassification of the Information Technology Coordinator to Information Technology Manager, Information Technology Coordinator (vacant) to Information Technology Technician, Information Technology Analyst II (2) to Information Technology Analyst, Senior, Information Technology Technician to Information Technology Analyst I, job description revisions, and amending the Management Salary Schedule effective April 1, 2023

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March, 2023, by the following vote:

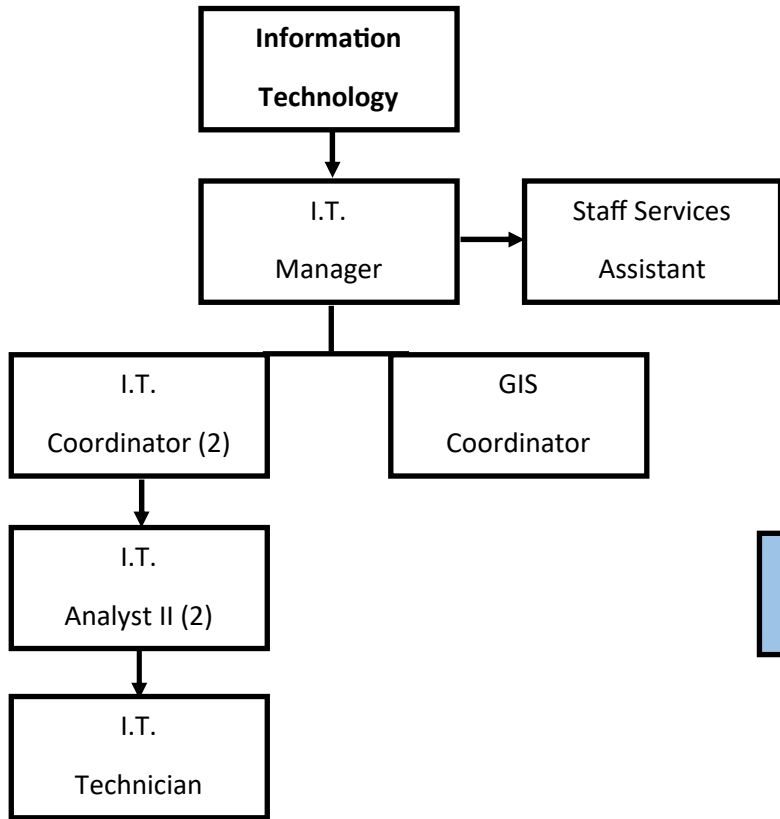
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

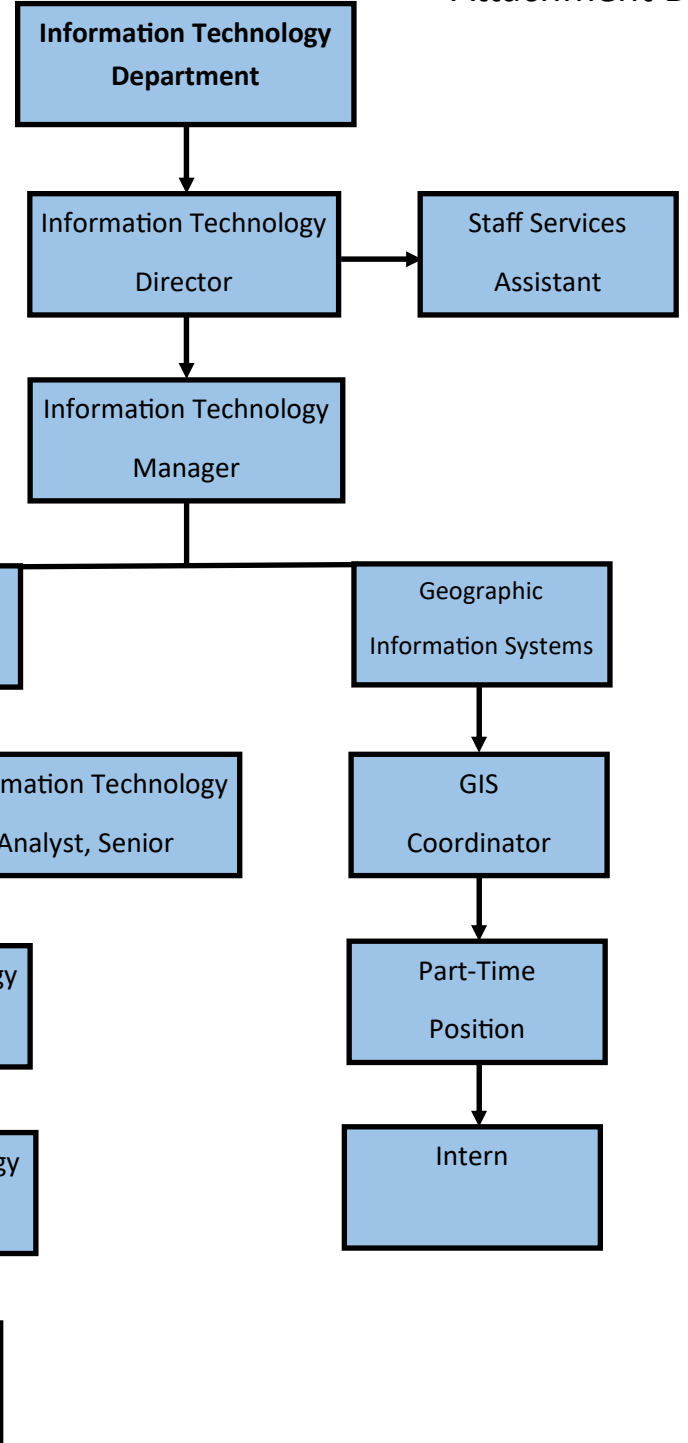
Julie Christel, City Clerk
City of Turlock, County of Stanislaus,
State of California

Information Technology

Current



Proposed



Attachment B

Attachment C

MANAGEMENT SALARY SCHEDULE FY 2022-2023

	Range	Step 1	Step 1	Step 3	Step 4	Step 5
PRINCIPAL HUMAN RELATIONS ANALYST	32.1	8566	8994	9443	9915	10411
PARKS/STREETS & PUBLIC FACILITIES SUPERINTENDENT	32.1	8566	8994	9443	9915	10411
RECREATION SUPERINTENDENT	32.1	8566	8994	9443	9915	10411
BUILDING OFFICIAL, CHIEF	34.1	9443	9915	10411	10931	11478
PUBLIC WORKS SUPERVISOR/ CITY SURVEYOR	34.1	9443	9915	10411	10931	11478
PLANNING MANAGER	34.1	9443	9915	10411	10931	11478
REGULATORY AFFAIRS MGR	34.1	9443	9915	10411	10931	11478
ROADS PROGRAM MANAGER	34.1	9443	9915	10411	10931	11478
TRANSIT MANAGER	34.1	9443	9915	10411	10931	11478
UTILITIES MANAGER	34.1	9443	9915	10411	10931	11478
WQC DIVISION MGR	34.1	9443	9915	10411	10931	11478
HOUSING PROGRAM MANAGER	34.1	9443	9915	10411	10931	11478
CIVIL ENGINEER, PRINCIPAL	35.1	9915	10411	10931	11478	12052
ACCOUNTANT, PRINCIPAL	35.1	9915	10411	10931	11478	12052
EXECUTIVE ASST TO CM/CITY CLERK	35.1	9915	10411	10931	11478	12052
POLICE SUPPORT OPERATIONS MANAGER	35.1	9915	10411	10931	11478	12052
INFO TECH MANAGER	35.8	10268	10781	11319	11886	12480
WATER TREATMENT PLANT MANAGER	36.1	10411	10931	11478	12052	12655
DEPUTY PUBLIC WORKS DIRECTOR	38.1	11478	12052	12655	13288	13952
CITY ENGINEER	39.1	12052	12655	13288	13952	14650
HUMAN RELATIONS DIRECTOR	39.1	12052	12655	13288	13952	14650
DEV SERV DIRECTOR	39.1	12052	12655	13288	13952	14650
FINANCE DIRECTOR	39.1	12052	12655	13288	13952	14650
MUNICIPAL SERVICES DIR	39.1	12052	12655	13288	13952	14650
ECONOMIC DEVELOPMENT DIRECTOR / COMMUNICATIONS OFFICER	39.1	12052	12655	13288	13952	14650
INFORMATION TECHNOLOGY DIRECTOR	39.1	12052	12655	13288	13952	14650
PUBLIC WORKS DIRECTOR	39.1	12052	12655	13288	13952	14650
RISK MANAGEMENT DIRECTOR	39.1	12052	12655	13288	13952	14650
FIRE CHIEF	41.1	13288	13952	14650	15383	16151
DEPUTY CITY MANAGER	41.1	13288	13952	14650	15383	16151
POLICE CHIEF	42.1	13952	14650	15383	16151	16959
CITY MANAGER	44.3	15537	16313	17129	17986	18885



INFORMATION TECHNOLOGY DIRECTOR

DEFINITION

Under administrative direction, is responsible to plan, organize, direct and review the activities of the Information Technology (I.T.) Department including functions such as information technology services, system development and support, network services, cybersecurity, Geographic Information Systems (GIS), the overall responsibility of all I.T. functions of the City and any other functions assigned by the Deputy City Manager and City Manager to provide leadership to the department and City organization. Performs other job related work as required.

This position is designated as management for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Deputy City Manager and City Manager. Direct management and supervision responsibility over the Information Technology Department including subordinate manager and staff.

DISTINGUISHING CHARACTERISTICS

This is a department director classification responsible for the direction of a discrete departmental organizational component and divisions in the Information Technology Department.

Serves as a member of the City executive team with responsibilities for establishing and overseeing programs and policies related to the Information Technology functions; demonstrates professional competence while working as a team member and exercise independent judgment in a number of confidential and sensitive areas. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, federal, and state regulating entities.

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

- Manages the organization and coordination of information technology and other related activities and programs with department staff, other City departments, City Council, outside agencies and the public.
- Manages and is responsible for overall cybersecurity for the City including development, implementation of most current mitigation strategies.
- Manages and is responsible for GIS services for the city through subordinate Information Technology Manager and GIS Coordinator.

- Oversees the preparation of specialized budgets related to assigned activities; assists in budget implementation; participates in budget forecasts; administers the approved budget.
- Establishes department goals, objectives, strategies and priorities.
- Ensures close coordination with other City departments and affective outside groups.
- Prepares highly complex and technical reports; documents policies and procedures; performs research.
- Confers with and makes recommendations to the Deputy City Manager and City Manager regarding projects and programs.
- Manages the selection and discipline of departmental personnel.
- Develop and mentor manager and staff to include training and performance reviews.
- Makes presentations before various groups, including City Council, Commissions, and professional and public meetings, as needed.
- Participates in recruitment and selection activities; makes recommendations for appointment of new staff; assists with staff orientation and training.
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Provides technical assistance and attends meetings of various boards and commissions.
- Answers questions; provides information to the public; recommends corrective actions; investigates, reports, documents and resolves complaints.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Attends assigned meetings and training; interacts with outside agencies and commissions; provides leadership for teams, or committees, as needed.
- Models appropriate professional management conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; provides leadership for teams, or committees, as needed.
- Assures staff works in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements.

- Utilize automated equipment to prepare documents and maintain data related to department operations.
- Perform related duties as assigned

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of information technology, especially in local municipal government.
- Best practices and current information technology.
- Information technology systems and enterprise resources planning (ERP) systems.
- System administration and security protocols, especially in cybersecurity.
- Enterprise networking and wireless technology.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Pertinent Federal, State, and local laws, codes and regulations.
- Municipal structure and organization in a Mayor-Council/City Manager form of government.
- Principles of employee supervision, career development, and training.
- The concepts of word processing, spreadsheets, micro-computer, and mainframe computer applications.
- Modern methods of records and project management.
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution, and excellent customer service.

Ability to:

- Develop, plan, organize and implement Department goals and objectives.
- Administer a variety of City-wide programs and administrative activities; implement and manage complex system upgrades and/or replacements; manage all aspects of life cycle management for critical information systems throughout City departments.
- Develop and implement department policies and procedures.
- Supervise, train, and evaluate assigned personnel.

- Prepare a variety of complex and comprehensive reports and documents.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of agency goals.
- Effectively and fairly negotiate appropriate solutions and contracts.
- Manage resources within budget and policy parameters.
- Plan, organize, direct, and supervise the work professional, technical, and office support staff.
- Make presentations before groups and represent the City in public forums.
- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.
- Use computer and needed programs effectively.
- Communicate effectively, orally, electronically, and in writing.
- Establish and maintain cooperative working relationships with City officials, employees, and the general public.
- Provide users with cost effective long-range solutions to complex systems and technical problems; develop, justify, acquire and implement major information technology related projects and programs.
- Properly interpret and make decisions in accordance with laws, regulations, and City policies.
- Analyze departmental technology system needs and requirements; identify goals, objectives, and conflicts, examine alternatives; develop recommendations and implement solutions; develop project plans; organize and monitor the work of others.
- Design and manage complex technology projects.
- Assist City departments in conducting procedure analysis and feasibility studies.
- Maintain a high level of customer service.

EXPERIENCE

Five (5) years of increasingly responsible experience in the technology field and an additional two (2) years of managerial or supervisory responsibility that would have provided the opportunity to develop the required skills, knowledge and abilities to serve as Information Technology Director.

EDUCATION

Possession of a Bachelor's Degree from an accredited college or university in business, public administration, computer science, information systems or a closely related field

DESIRABLE QUALIFICATIONS

Possession of a Masters Degree in Public Administration or a closely related field.

LICENSE AND/OR CERTIFICATE

Possession of one or more of the following certifications is desirable:

Certified Chief Technology Officer
 Certified Information Systems Security Professional
 Microsoft Certified Systems Engineer

Possession of an appropriate and valid California Driver License at the time of appointment and ability to maintain it as a requirement for continued employment. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Maintenance of a valid California Driver License and proof of automobile liability insurance thereafter is a condition of continued employment.

PHYSICAL REQUIREMENTS

Work is typically performed in an office environment; occasional work in cooled air conditioned data center/server rooms; occasional work outside in various types of inclement weather; occasional work in confined spaces. Work may take place at off-site locations throughout the City,

- *Mobility*: continuous use of keyboard; frequent sitting, standing; occasional walking, bending, squatting.
- *Lifting*: frequently up to 10 pounds; occasionally up to 20 pounds.
- *Vision*: constant use of overall vision; continuous computer use; occasional color and depth vision.
- *Dexterity*: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- *Hearing/Talking*: frequent hearing and talking, in person and on the phone.
- *Emotional/Psychological*: frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone.
- *Environmental*: frequent exposure to noise.

Reviewed and approved: _____ Date: _____
 Personnel Officer

Adopted: March 28, 2023



INFORMATION TECHNOLOGY MANAGER

DEFINITION

~~Responsible~~ Manages and supervises for the ~~overall~~ planning, organizing, and implementation execution of ~~all~~ Information Technology (I.T.) functions of the City of Turlock. This includes: aligning the department's goals with City goals; safeguarding data, systems, I.T. services, Geographic Information Systems (GIS) ~~and~~ infrastructure; preparing I.T. strategies, City wide technology plan, disaster planning and protocols, policy & procedures, cybersecurity and security protocols.

This position is assigned to the Management Bargaining Unit for labor relations purposes.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Information Technology Director, Deputy City Manager, City Manager, or designee.

Exercises supervision over the Information Technology and GIS subordinate staff ~~Division~~.

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

- Oversee and assist with the planning and coordination of information technology services which include enterprise computing, networking, disaster recovery, and electronic mail services.
- Select, develop and mentor assigned staff to include ~~—~~ training and performance reviews.
- Establish work and technical standards, communicate those standards to staff and ensure adherence.
- Consult with vendors, consultants and outside agencies regarding technology issues facing the City.
- Comply with and enforce all laws, rules, regulations, policies and procedures.
- Develops and assists with, the ~~communication~~ es and implementations of a City-wide plan for the strategic use of information technology based on the needs of the City. Plans and assists with the long-range goals, organizational structure and ~~overall~~ direction for the Information Technology Division to realize the City-wide information technology strategic plan. Monitors implementation to ensure that goals and objectives are being met and that adequate progress is being made on the strategic plan.
- Manages and assists with the selection, procurement, implementation and maintenance of data systems and other technology while providing cost/benefit analysis to support decisions.

- Facilitates the implementation of enterprise systems and technologies used by multiple departments.
- Maintains awareness of effective applications of technology, especially those in local government, and provides consultation on technology issues to the City Manager, Deputy City Manager, Information Technology~~Administrative Services~~ Director, City Council and City departments.
- Develops and assists with the annual and long-term budgets for the Information Technology Division. Ensures that the City's technology expenses are appropriate through cost control measures to ensure compliance with the established budget.
- Advises the ~~Administrative Services~~Information Technology Director, Deputy City Manager and the City Manager on departmental technology needs.
- Provides ongoing measurement of appropriate employee productivity and workload to ensure departmental efficiency and timely completion of projects.
- Manages and assists with the selection, implementation and maintenance of telephone and telecommunications systems for the City.
- Supports collaborative networks and assumes a leadership role in developing similar technology initiatives with neighboring governments.
- Selects, supports, and motivates Information Technology staff; improves internal processes and enables the staff to more easily handle increasing workloads and maintain quality work.
- Researches, develops and implements plans for disaster recovery.
- Assists departments with needs assessments to evaluate the desirability and feasibility of automating certain City functions in terms of operating efficiencies; ensures all approved service and project requests are completed in an appropriate and timely manner.
- Maintains adequate security of City information technology systems and develops security plans to mitigate risk for the City; recommends policy and procedures related to the use and security of City information technology systems.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Effective applications of information technology, especially in local government.
- Best practices in the management of information technology.
- Information technology systems and enterprise resources planning (ERP) systems.
- System administration and security protocols.

- Enterprise networking and wireless technology.
- Procurement processes, Budgeting and the ability to develop and negotiate contracts with vendors.

Ability to:

- Properly interpret and make decisions in accordance with laws, regulations, and City policies.
- Know and understand all aspects of the position responsibilities including but not limited to: intermittently analyze work documents, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.
- Analyze departmental technology system needs and requirements; identify goals, objectives, and conflicts, examine alternatives; develop recommendations and implement solutions; develop project plans; organize and monitor the work of others.
- Design and manage complex technology projects.
- Assist City departments in conducting procedure analysis and feasibility studies.
- Maintain a high level of customer service.
- Secure cooperation and teamwork among professional and technical project staff.
- Establish and maintain effective working relationships with staff, peers, management, various agencies, community professionals, officials, and the public.
- Manage complex technology projects.
- Plan, organize, assign, direct, and supervise the activities of staff members.
- Develop and implement long term technology plans.
- Explain information technology and related plans and programs to policy makers and staff in non-technical language.
- Work with department staffs to identify technology needs.
- Develop policies and procedures for information technology.
- Develop budgets in a local government environment.
- Supervise and manage employees, using a consensus-building, team-oriented approach.
- Develop training programs and effectively train staff.
- Communicate clearly and concisely, orally and in writing.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Usually exhibited by a person with five (5) years of progressive experience in the technology field, ~~and an additional~~ of which two (2) years of experience are at the ~~mid-management~~ supervisory level with increasing responsibilities.

Education:

Possession of a Bachelor's Degree from an accredited college with major course work in computer science, information systems or a related field.

LICENSE OR CERTIFICATE

Possession of one or more of the following certifications is desirable:

ITIL or other management certification

Possession of an appropriate and valid California driver's license at the time of appointment and ability to maintain it as a requirement for continued employment.

PHYSICAL REQUIREMENTS

Work is typically performed in an office environment; occasional work in cooled air conditioned data center/server rooms; occasional work outside in various types of inclement weather; occasional work in confined spaces. Work may take place at off-site locations throughout the City,

- *Mobility:* continuous use of keyboard; frequent sitting, standing; occasional walking, bending, squatting.
- *Lifting:* frequently up to 10 pounds; occasionally up to 20 pounds.
- *Vision:* constant use of overall vision; continuous computer use; occasional color and depth vision.
- *Dexterity:* frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- *Hearing/Talking:* frequent hearing and talking, in person and on the phone.
- *Emotional/Psychological:* frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone.
- *Environmental:* frequent exposure to noise.

Reviewed and approved: _____ Date: _____

Personnel Officer

Revised March 10, 2021

Revised: April 12, 2022

Revised: March 28, 2023



INFORMATION TECHNOLOGY ANALYST, SENIOR

DEFINITION

To provide responsible, professional project management, analytical, operational support, programming, coordination, and training resources in the implementation of application systems for city departments; to create, design, develop and/or engineer complex and technical information systems on a citywide basis. This position will play a lead role in the Information Technology (I.T.) Department~~vision~~, which is responsible for the planning, implementation, and support of information technology projects throughout the City of Turlock.

This position is assigned to the Turlock City Employees Association Bargaining Unit for labor relations purposes and is subject to overtime and call back assignments.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Information Technology ~~Coordinator~~Manager.

May exercise technical and functional supervision over technical positions, i.e., Information Technology Technician, Information Technology Analyst I/II, and part-time employees or interns.

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

- Design, analyze, implement, and manage major systems projects; prepare technical feasibility analysis; develop work plans; schedule and manage resources; manage overall technical aspects of projects; resolve complex technical problems and evaluate and develop systems implementation requirements.
- Participate in the development and implementation of city-wide information technology goals, objectives, policies, and priorities; assist in assessing the strategic direction of information technology; provide technical expertise in current technologies.
- Conduct cost versus benefit analysis of proposed systems.
- Perform computer programming activities when necessary.
- Coordinate computer information system activities with users and software and hardware vendors, as required; assist in the assessment of output requirements, data processing schedules, volume of transaction data and other factors to determine the level and type of computer information system support required.
- Perform research and analysis necessary to develop written and/or oral recommendations for hardware/software configurations and for interfacing with other computer information systems; considering policy standards, user needs, and the capabilities and limitations of hardware and software.

- Diagnose and resolve hardware and software problems.
- Analyze, assess and solve technical problems by assessing internal resources and capacity, and determining need for external assistance; contact and oversee appropriate external technical support.
- Coordinate and manage the intercommunications of major information systems, develop and implement standards that create efficiencies.
- Coordinate multi-department information system projects; coordinate and facilitate resolution of technical issues with department representatives.
- Test, prepare and execute new software. Develop the appropriate system/program documentation for the new software prior to implementation and conduct periodic updates.
- Establish operational controls to ensure accuracy of data processed.
- Develop instructions, documentation and procedure manuals for IT processes.
- Provide training to new IT personnel in knowledge base and familiarity of city-wide technology systems.
- Perform operations such as: back-ups; recovery procedures; telecommunications maintenance, maintain voice over IP systems and network support.
- Continue to maintain current technology information through research and education and provide options and recommendations to management.
- Analyze and monitor server and storage system logs to ensure optimum performance and up-time.
- Plan, install, deploy and administer virtualization software.
- Plan, install, deploy and administer Microsoft Windows server, Microsoft Active Directory, Microsoft Exchange and Group Policy.
- Participate with professional groups and associations/memberships to maintain current technology trends and develop resources.
- Monitor and administer critical systems including, email, enterprise software, public safety, and data base management systems.
- Assist with planning, maintenance, deployment and testing of disaster recovery plans.
- Manage and document all hardware and software licensing.
- Deploy, manage and maintain all network and security systems, including firewalls, intrusion detection systems and antivirus.

- Build and maintain positive working relationships with co-workers, other city employees and the public using principles of good customer service.
- Maintain confidentiality of ALL records and information including but not limited to personnel file or medical records, all performance related information such as reviews, reprimands, grievances, disciplinary actions, etc., as well as information relating to the collective bargaining process.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles, procedures, practices, techniques and methods pertaining to modern information technology systems. In addition to advanced knowledge of information technology operations, must have specialized knowledge in: systems analysis and design, project management and implementation, and application programming.
- Principles and practices of selection, development, testing, integration, cataloging, maintenance and support of application program components.
- Principles and practices of research and analytical methodology.
- Installation, maintenance, integration and testing of technology systems, subsystems and distributed systems.
- Principles and techniques of programming and programming documentation.
- Techniques for documenting user procedures.
- Basic budgeting principles.
- Effective public presentation techniques.
- Methodologies for project management including project tracking and project control.

Ability to:

- Properly interpret and make decisions in accordance with laws, regulations, and City policies.
- Know and understand all aspects of the position responsibilities including but not limited to: intermittently analyze work papers, reports, and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.
- Analyze departmental technology system needs and requirements; identify goals, objectives, and problems, examine alternatives; develop recommendations and implement solutions; develop project plans; organize and monitor the work of others.
- Design and manage complex technology projects.

- Assist City departments in conducting procedure analysis and feasibility studies.
- Maintain a high level of customer service.
- Secure cooperation and teamwork among professional and technical project staff.
- Design, develop, test, and implement complex systems.
- Monitor technology systems utilization and recommend appropriate revisions to processes, procedures, and operations.
- Communicate clearly and concisely, orally, and in writing.
- Work independently with minimal supervision.

EXPERIENCE AND TRAINING

Any combination of experience and training that would be likely to provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A minimum of 4 years of fulltime increasingly responsible experience in supporting computer systems, operating systems, software networking: including routing, security and administrative support, computer system repairs and general programing.

~~Two years of increasing responsibilities and experience at the equivalent level of an Information Technology Analyst II with the City of Turlock.~~

Training:

Equivalent to a Bachelor's Degree from an accredited college with major course work in computer science, information systems or a related field.

LICENSE OR CERTIFICATE

Possession of one or more of the following certifications is desirable: Microsoft, Cisco, and CompTIA.

Possession of an appropriate and valid California driver's license at the time of appointment and ability to maintain it as a requirement for continued employment.

PHYSICAL REQUIREMENTS

Work is typically performed in an office environment; occasional work in cooled air-conditioned data center/server rooms; occasional work outside in various types of inclement weather; occasional work in confined spaces. Work may take place at off-site locations throughout the City,

- *Mobility:* continuous use of keyboard; frequent sitting, standing; occasional walking, bending, squatting.

City Council Staff Report

March 28, 2023



From: Dale Goodman, Municipal Services Director

Prepared by: Dale Goodman, Municipal Services Director

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Professional Services Agreement, in a form approved by the City Attorney, with Willdan Energy Solutions for Design/Build Energy Services in an amount not to exceed \$65,000, to be paid from General Fund 110-10-106.43060 (33%), Wastewater Fund 410-51-534.51300 (34%) and Water Fund 420-52-551.51300 (33%)

2. SYNOPSIS:

In order for the City of Turlock to lead by example and reduce our energy consumption and carbon footprint, the City will have Willdan Energy Solutions conduct an investment grade audit of all City-owned facilities and infrastructure to determine what steps (if any) might be taken by the City to reduce energy consumption.

3. DISCUSSION OF ISSUE:

Staff is requesting authorization to award a professional service agreement in accordance with TMC, Section 2-7-09 (c) for Design/Build Energy Services for all City-owned facilities and infrastructure.

In July, 2022, the City Council approved the release of an RFQ for Design/Build Energy Services by the Municipal Services Department. In September the submittal period ended, and the following firms responded with statements of qualifications:

Noresco
Willdan Engineering – Willdan Energy Solutions
Trane U.S. Inc.

In considering the three (3) submittals, reviewers looked at the following:

- 1) Quality of the proposal.
 - a. Was the approach broad, or overly focused?
 - b. Were there adequate, pertinent examples of successful projects?
- 2) The Project Team – Does the team have the depth and experience to deliver a satisfactory product?
- 3) Successful projects of this type delivered by the firm in California.
- 4) Current and past litigation for projects of this type.
- 5) Success in finding alternative funding sources for construction projects.

The first step in the design/build process is the audit of all City-owned facilities and infrastructure. The purpose of the audit is to determine what steps (if any) might be taken by the City to reduce energy consumption. Staff will then review the recommendations, and bring them back to Council for consideration.

After a thorough review of the submittals, staff concluded that Willdan Energy Solutions would be best able to meet the City's needs. Notifications were sent out to all of the submitting firms, and staff has been working with Willdan to create the Professional Services Agreement, including the scope of services. See Attachment B.

4. BASIS FOR RECOMMENDATION:

This is an opportunity for the reduction of the City's carbon footprint and operational costs, as-well-as a chance to lead by example in the effort to improve the environment. Willdan Energy Solutions, with assistance from City staff, will survey every City owned and operated, energy-consuming facility to determine options for improvement.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Per the agreement, the "not-to-exceed" amount for the audit is \$65,000. Should the City choose not to move forward with the recommended projects, after receiving the audit report, the total fee for services, based upon the rate table provided in the proposal, and the actual hours worked, will become due.

Costs will be divided between the General Fund (33%) and the Enterprise Funds (67%).

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Do not approve agreement.

10. ATTACHMENTS:

A. Draft Resolution

B. Professional Services Agreement with Willdan Energy Solutions

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A	}	RESOLUTION NO. 2023-XXX
PROFESSIONAL SERVICES AGREEMENT, IN A	}	
FORM APPROVED BY THE CITY ATTORNEY	}	
WITH WILLDAN ENERGY SOLUTIONS	}	
FOR DESIGN/BUILD ENERGY SERVICES IN AN	}	
AMOUNT NOT-TO-EXCEED OF \$65,000, TO BE	}	
PAID FROM GENERAL FUND 110-10-106.43060	}	
(33%), Wastewater Fund 410-51-534.51300	}	
(34%) AND WATER FUND 420-52-551.51300	}	
(33%)	}	

WHEREAS, staff is recommending the award of professional service Contract No. 2023-100 to Willdan Energy Solutions for Design/Build Energy Services; and

WHEREAS, in order for the City of Turlock to reduce the City’s carbon footprint and operational costs, the City will need to determine what steps might be taken to reduce energy consumption by conducting a city-wide audit of all city-owned facilities and infrastructure; and

WHEREAS, the City is also interested in reducing expenses, where those reductions will not negatively impact level of service.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a Professional Services Agreement, in a form approved by the City Attorney, with Willdan Energy Solutions for Design/Build Energy Services in an amount not to exceed \$65,000, to be paid from General Fund 110-10-106.43060 (33%), Wastewater Fund 410-51-534.51300 (34%) and Water Fund 420-52-551.51300 (33%)

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of March, 2023, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

 Julie Christel, City Clerk,
 City of Turlock, County of Stanislaus,
 State of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
WILLDAN ENERGY SOLUTIONS
for
INVESTMENT GRADE AUDIT SERVICES**

City Contract No. 2023-100

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Willdan Energy Solutions, a California corporation (“Professional”), on this 28th day of March 2023 (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 an investment grade audit of the City’s property and buildings (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**.

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 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be one year and will commence on the Effective Date and terminate on the 28th day of March 2024 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for one (1) additional one (1) year term, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager and Professional thirty (30) days prior to the expiration of this Agreement.

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Work.

5.1. 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.

5.2. 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.

5.3. 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

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. 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.

6.2. [Intentionally Omitted]

6.3 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.

6.4. Invoices. Professional shall provide City with 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.

7. 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.

8. Time of Performance. Professional warrants that it will commence performance of the Services within thirty (30) calendar days of the date this 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.

9. Responsibility of the City. Please refer to section 1.3. RESPONSIBILITY OF THE CITY as outlined in Exhibit A: SCOPE OF SERVICES attached to this agreement.

10. 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.

11. 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.

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

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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:

25.1 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 Four Million Dollars (\$4,000,000.00).

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

25.3 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.

25.4 Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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: Dale Goodman
156 S. Broadway, Suite 270
Turlock, CA 95380-5461

With courtesy copies to: **Petrulakis Law & Advocacy, APC**
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, California 95353

If to Professional: **Willdan Energy Solutions**
Attn: Carolyn Kiesner
2240 Douglas Blvd, Suite 270
Roseville, CA 95661

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

Dale Goodman
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: dgoodman@turlock.ca.us

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

35. [Intentionally Omitted]

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

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

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

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

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

49. 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.

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

51. 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.

52. 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.

53. 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

**Willdan Energy Solutions,
a California corporation**

By: _____

Print Name: _____

Title: _____

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Dale E. Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk

EXHIBIT A: SCOPE OF SERVICES

1.1. OBJECTIVES:

The purpose of the Services is to perform an investment grade audit of the City's property and buildings.

1.2. SERVICES TO BE PROVIDED:

The Services will be completed to determine the energy consumption characteristics and the energy and maintenance savings potential across the City's infrastructure which includes, but is not limited to:

- 1.2.1. Interior and Exterior Facility Lighting
- 1.2.2. Street Lighting
- 1.2.3. HVAC Upgrades & Retro-Commissioning
- 1.2.4. Building Controls
- 1.2.5. Roof Upgrades
- 1.2.6. Transformer & Electrical Upgrades
- 1.2.7. Solar PV
- 1.2.8. Wastewater Treatment Plant Upgrades
- 1.2.9. Well Station Equipment Upgrades
- 1.2.10. Water Meter Planning Assistance

Services will include:

- 1.2.11. Energy and maintenance savings potential for facility upgrades.
- 1.2.12. Project funding investigation.

1.3. RESPONSIBILITY OF THE CITY:

CITY agrees to provide, if needed:

- 1.3.1. As-built drawings for the existing building including mechanical, electrical and architectural drawings; operations and Maintenance Manuals for HVAC equipment; and the latest 24 months of utility bills for electric, gas and water.
- 1.3.2. Access to pump and well production history for auditing and investigation.
- 1.3.3. Access to existing SCADA systems for auditing and investigation.
- 1.3.4. Access to water system billing platform for auditing and investigation.

1.3.5. Scale floor plans in AutoCAD format, if available.

1.3.6. If AutoCAD as-builts are needed or requested by the CLIENT, this could result in an additional cost

1.3.7. Access to facilities for auditing and inspections.

1.3.8. Access to key personnel to discuss facility priorities, system requirements and financial information.

COMPENSATION SCHEDULE

Payment of the full Maximum Payment will be due thirty (30) days after Professional's submittal of an invoice following completion of the Services.

Note: If the City implements a construction contract with Willdan, the Maximum Payment will be paid through the construction contract. If the City does not move forward with a construction contract with Willdan, the City agrees to pay the Maximum Payment for the above IGA scope of work.

COMPLETION SCHEDULE

The Services will be completed prior to the expiration of the Term and any extension.

ECONOMIC DEVELOPMENT



FEBRUARY 2023
MONTHLY REPORT



FEBRUARY 2023 BUSINESS RETENTION & EXPANSION EFFORTS

The #1 priority of economic development is being a reliable, supportive partner for the local business community.

During the month of February 2023, business retention and expansion activities consisted of meeting with local businesses and hosting business workshops throughout Turlock.

The most common assistance needed in February 2023 was recruiting support and assistance. Businesses are still struggling to find a skilled and reliable workforce. Business owners also requested assistance with permitting processes. Other needs identified were business resource workshops, availability of funding opportunities, and connecting with financial institutions that specialized in working with smaller businesses and entrepreneurs.

TYPES OF BUSINESSES MET WITH IN FEBRUARY

- Business Services
- Career Exploration
- Commercial Development
- Community Development
- Economic Development
- Education
- Energy
- Financial Services
- Hospitality
- Manufacturing
- News Media
- Non Profit
- Renewable Energy
- Retail
- Staffing
- Workforce Development



23

Business meetings in February 2023

18

Business meetings set for March 2023

COMMON NEEDS

- Recruiting Assistance
- Business Workshops
- Funding Opportunities
- Permitting processes



Business Retention and Expansion

TURLOCK BUSINESSES IN THE NEWS



Divert, Inc. is building a 70,000-square-foot food waste recovery facility in Turlock, which will turn organic food waste into renewable natural gas. A rendering of the new facility planned on West Main Street. Divert



Throughout the month of February 2023, City of Turlock businesses continued to find themselves highlighted in the news. Both Divert, Inc. and Valley Milk, LLC announced expansion plans in the Westside Industrial Specific Plan (WISP) area of Turlock. The WISP continues to be the prime location for industrial and manufacturing companies within Stanislaus County.

Headlining all updates, one of Turlock's new hot spots, Roth Social House was showcased on GoodDay Sacramento. Other new additions to Turlock making headlines included the announcements of Checkers (national burger chain), and Shah Groceries opening soon in Turlock. With a diverse population, vibrant downtown, and robust shopping districts, Turlock continues to be the place to be for restaurants, retail stores, and manufacturing companies.

FEBRUARY 2023 BUSINESS WORKSHOPS



Dedicated to the business community, the City of Turlock continues to provide business workshops and business resource events each month in which businesses of all sizes can learn strategies to assist in business growth.

During the month of February 2023, business workshops that took place included the 2nd session of the Micro Business Development Cohort where participants learned about business permitting processes and business entity types. The Stanislaus County Employer Advisory Council also hosted a Paid Family Leave Workshop for HR professionals. The workshop had 30+ attendees and was hosted at Turlock City Hall.

JOIN OUR COMMUNITY OF ENTREPRENEURS AND LEARN FROM EXPERTS!

WE ARE NOW ACCEPTING APPLICATIONS FOR

STANISLAUS EQUITY PARTNERS:
**MICRO BUSINESS DEVELOPMENT HUB
2023 COHORT**

01/26/23 - 06/29/23*
(ONCE A MONTH ON FRIDAY FOURTH THURSDAY)

6:00 PM - 8:00 PM

SCAN FOR APPLICATION OR VISIT:
[HTTPS://WWW.STANEP.ORG/BUSINESSHUB](https://www.stanep.org/businesshub)

HAMPTON INN
1821 LANDER AVE, TURLOCK, CA

WWW.STANEP.ORG

IN PARTNERSHIP WITH:
AMERICA'S SBDC
Valley Sierra
CITY OF TURLOCK



Stanislaus County Employer Advisory Council

In-person and Virtual Meeting on
Friday, February 17, 2023, 9 a.m.

Paid Family Leave (PFL) Employer Seminar

The presentation is provided by the Employment Development Department's (EDD's) Outreach Development Section. Join subject matter experts as they discuss the State Disability Insurance program (SDI) and its two components. Topics covered include:

- Integration
- Employer Responsibilities
- State Disability Insurance Online Employer Registration
- Live Question and Answer Session

When: Friday, February 17, 2023, 9 a.m.



MARCH 2023 BUSINESS WORKSHOPS



The first ever Turlock Business Conference will be held on Monday 3/6/2023 from 10 am - 11:30 am hosted at The Grand Oak event center in Turlock, CA. The Turlock Business Conference will feature 3 economists that will each provide an update on the current economy, a business forecast of what's to come, and also provide business strategies that business owners and executives can incorporate when operating their business through economic uncertainty.

Session 3 of the Micro Business Development Hub will also take place on Thursday 3/23/2023. The Cohort consists of 10-15 entrepreneurs and small businesses. Each session provides participants more strategies and resources in optimizing their business.

TURLOCK BUSINESS CONFERENCE

Welcome

Hosted By:  Mayor Amy Bublak
City of Turlock

Speakers:

-  Dr. Gokce Soydemir Ph.D.
California State University Stanislaus
Professor of Business Economics
-  Somjita Mitra
California Department of Finance
Chief Economist
-  Jeff Ault
Regional Vice President -
Westamerica Bank

A Business Forecast and the Current Economy

Monday 3/6/2023
10:00 a.m. - 11:30 a.m.
ALL LOCAL BUSINESSES WELCOME

JOIN OUR COMMUNITY OF ENTREPRENEURS AND LEARN FROM EXPERTS!

WE ARE NOW ACCEPTING APPLICATIONS FOR

STANISLAUS EQUITY PARTNERS:
MICRO BUSINESS DEVELOPMENT HUB
2023 COHORT

01/26/23 - 06/29/23*
*ONCE A MONTH ON EVERY FOURTH THURSDAY

6:00 PM - 8:00PM

HAMPTON INN
1821 LANDER AVE, TURLOCK, CA

SCAN FOR APPLICATION OR VISIT:
[HTTPS://WWW.STANEP.ORG/BUSINESSHUB](https://www.stanep.org/businesshub)

SPACES LIMITED. BUSINESS MUST BE IN STANISLAUS COUNTY TO BE CONSIDERED.

WWW.STANEP.ORG

IN PARTNERSHIP WITH:

- AMERICA'S SBDC
- Valley Streets
- CITY OF TURLOCK

Micro-Business Development Hub

Micro-Business Development Hub's mission is to create a community of support and resources for micro business start-up entrepreneurs with less than five employees. Each session is designed to learn from experts, share their entrepreneurship experiences with each other, and participate in a curriculum that will help them develop a strong foundation for their business.

2023 COHORT SESSIONS

UPCOMING 2023 BUSINESS WORKSHOPS



Free IN-PERSON Seminar

FUNDING FOR TRAINING THROUGH ETP (EMPLOYMENT TRAINING PANEL)

Our Presenter
Lourdes Uranday
HR Expert
Chairperson
Stanislaus County EAC
Executive VP
Consultrex

WHO SHOULD ATTEND?

- BUSINESSES
- HR PROFESSIONALS
- PAYROLL DEPTS

Thursdays 3/23/2023
9:00 a.m. - 10:00 a.m.
Location: Turlock City Hall
156 S. Broadway Turlock, CA 95380

REGISTER HERE:



WHAT WILL THIS SEMINAR TEACH ME?

This seminar will teach attendees how to acquire funding for employers to provide training to their employees. We will cover the Employment Training Panel application process, which types of training qualifies for funding, trainee eligibility and requirements, and more!



In partnership with the City of Turlock, Turlock Chamber of Commerce, Consultrex, and the Stanislaus County Employer Advisory Council, a FREE in-person Employment Training Panel business workshop will be held on Thursday 3/23/2023 at Turlock City Hall.

The Funding for Training through ETP (Employment Training Panel) Seminar will teach attendees how to acquire funding for employers to provide training to their employees. The seminar will cover the Employment Training Panel application process, which types of training qualifies for funding, trainee eligibility, and more!

Register for this FREE In-Person event here:

<https://www.eventbrite.com/e/funding-for-training-through-etp-employment-training-panel-tickets-576733644857>

Other workshops coming in 2023:

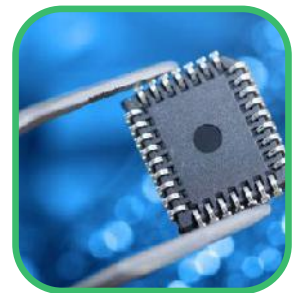
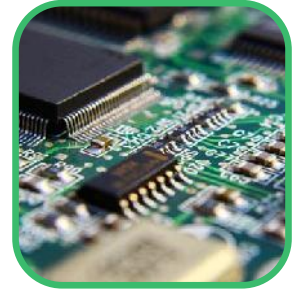
- Digital Literacy for Businesses
- Cyber Security for Businesses
- Financial Literacy
- Careers in Your Community Event
- and more!

ATTRACTION EFFORTS



Industries Pursuing:

Semiconductor Manufacturing
Family Entertainment
Ag-Tech
Renewable Energy Sector
Trending Franchises
Trending Restaurants
Trending Retailers
Technology Firms
Workforce Development Organizations



WORKFORCE DEVELOPMENT TALENT DEVELOPMENT OPPORTUNITIES



Invest in People



City of Turlock, Stan State aim to get students 'Career Ready'



A \$1.2 million grant awarded about a year ago from the Economic Development Administration will allow Volt Institute to create the VOLT-on-the-Go program, which brings training directly to students, as opposed to students having to travel to Volt headquarters for instruction.



turlockjournal.com
VOLT to bring specialized tech training directly to students



BAY VALLEY TECH
Code Academy
www.bayvalleytech.com

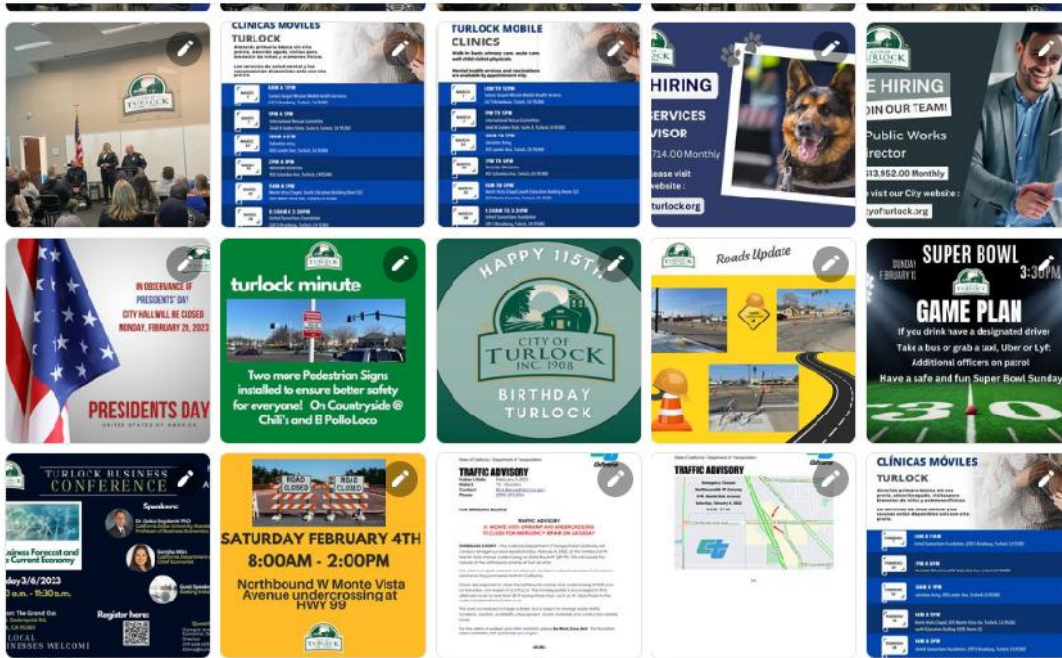
COMMUNICATION UPDATES



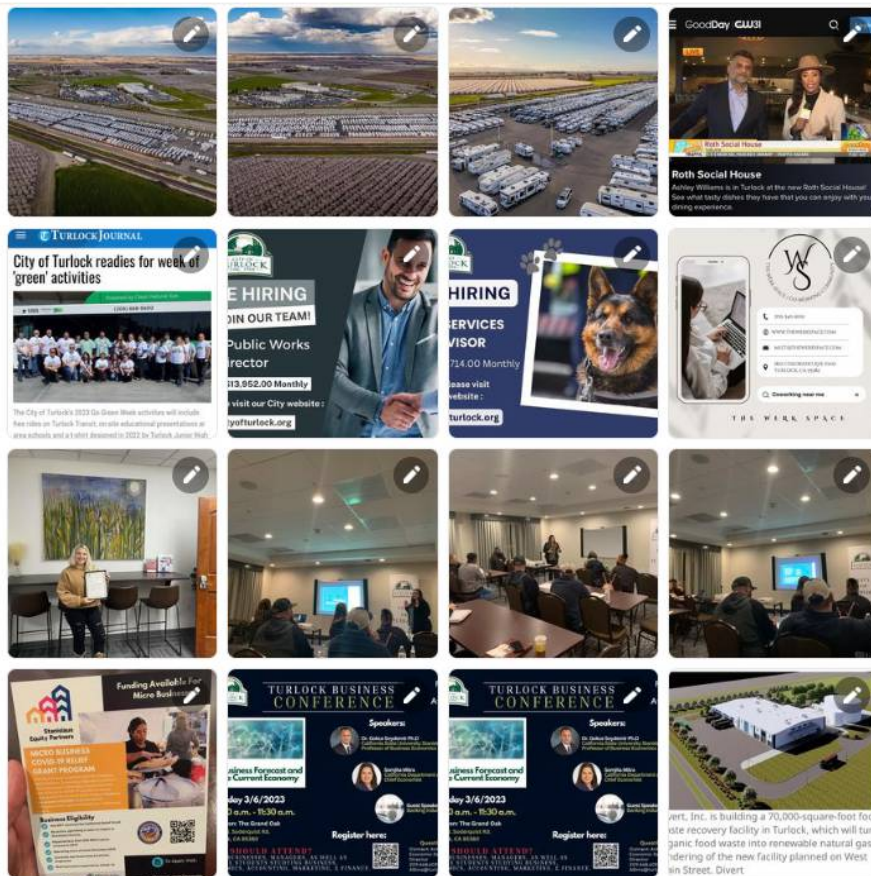
facebook

Follow us!

City of Turlock City Hall



City of Turlock Economic Development



COMMUNICATION UPDATES



Instagram



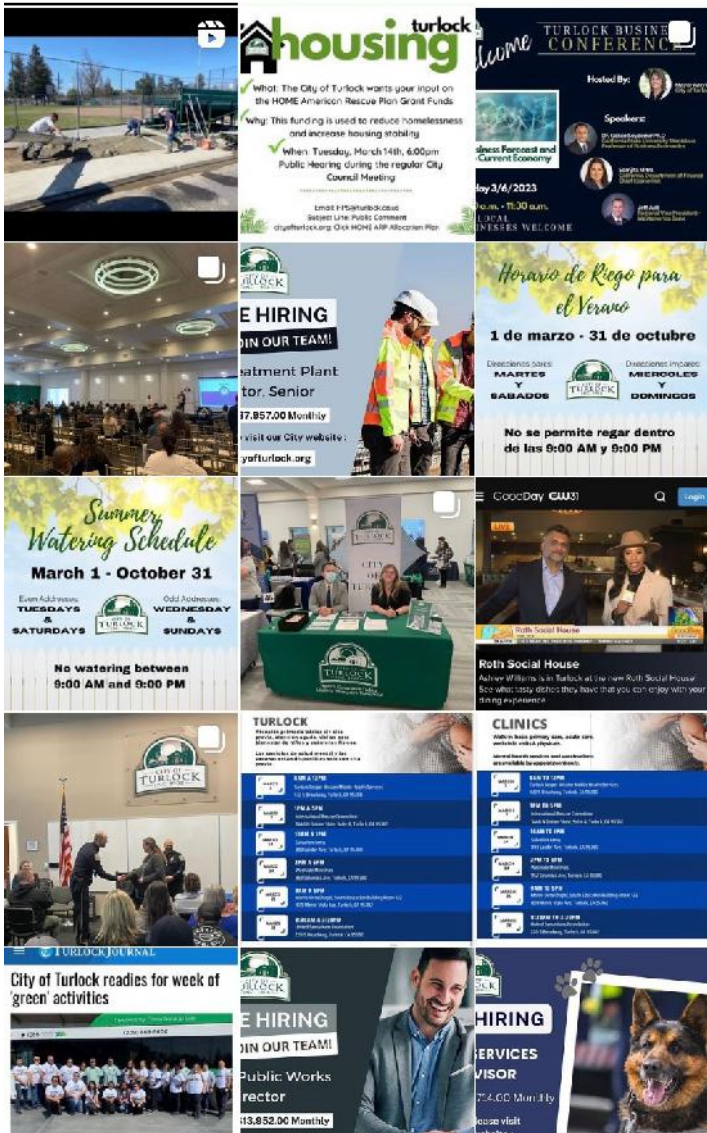
city.of.turlock [Edit profile](#) [Open Business Suite](#)

262 posts 1,283 followers 861 following

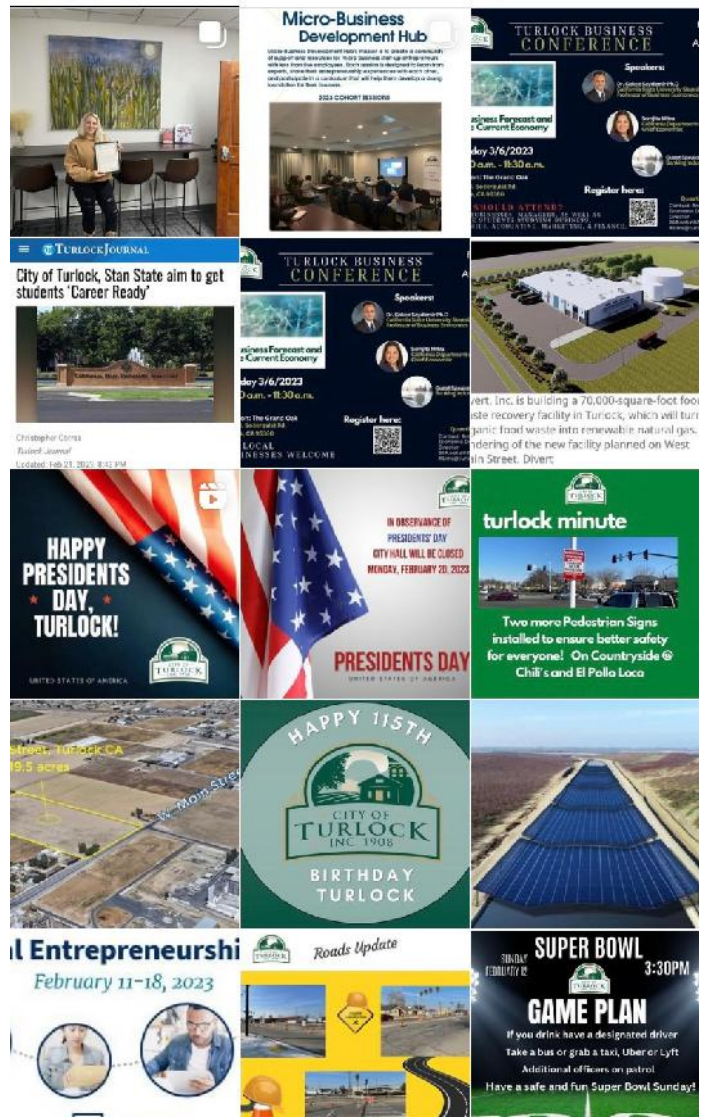
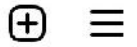
City of Turlock
Government organization
www.cityofturlock.org



city.of.turlock ▾



city.of.turlock ▾



COMMUNICATION UPDATES



LinkedIn

3,039

FOLLOWERS

City of Turlock
3,039 followers
3w • 🌐

The City of Turlock is proud to be home to [The Werk Space](#). Located at 1801 Colorado Avenue #200, The Werk Space empowers small businesses to reach their full potential. With a supportive coworking community and flexible workspaces, you'll have all the resources you need to make a big impact and grow your business.

This new business was able to participate in the City of Turlock Partnership Incentive Program. The City of Turlock Partnership Incentive Program is designed to assist in the permitting process and predevelopment stages for new businesses in Turlock, operating out of a physical location in the City of Turlock.

Please be sure to check out this new Turlock business!

#coworking
#supportlocalbusinesses
Anthony Sims

209-340-9019
WWW.THEWERKSPACE.CO
MEET@THEWERKSPACE
1801 COLORADO AVE #
TURLOCK, CA 95382
Coworking near me

THE WERK SPA

City of Turlock
3,039 followers
2mo • 🌐

We're [#hiring](#) a City Engineer!

This position will be responsible for the management of the Engineering Division and programs/functions involving the management, coordination, and delivery of the Citywide engineering and surveying service.

For more information, please visit <https://lnkd.in/e2RdBMsu>

#engineeringcareers #management #engineer

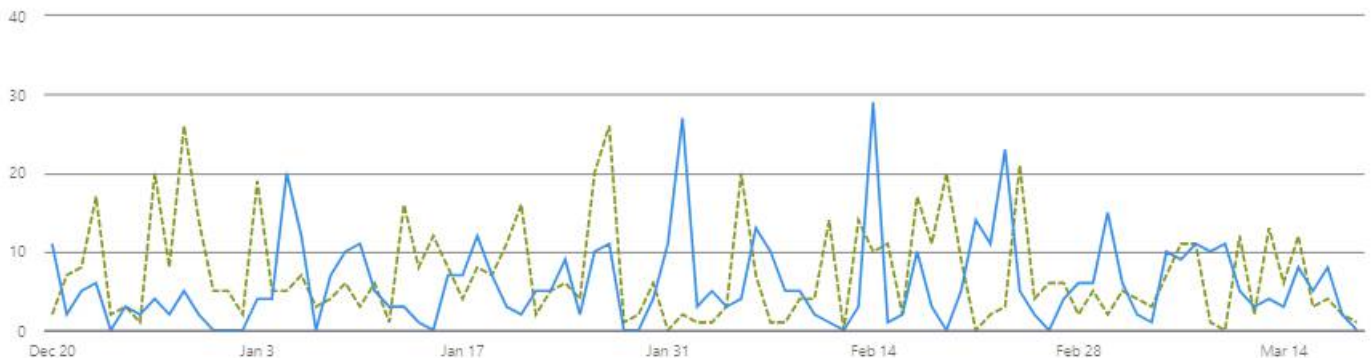
WE'RE HIRING
COME JOIN OUR TEAM!

City Engineer

To apply, please visit our City website :
<https://www.cityofturlock.org/workingforus/jobopportunities/>

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✓ Desktop

532

✓ Mobile

641



COMMUNICATIONS UPDATE

Did you know?

You can stay up to date on City of Turlock announcements and information by visiting the following website and social media pages.



<https://www.cityofturlock.org/>

facebook

<https://www.facebook.com/CityofTurlockCityHall>

<https://www.facebook.com/CityofTurlockEconomicDevelopment>

Instagram

<https://www.instagram.com/city.of.turlock>

LinkedIn

<https://www.linkedin.com/company/city-of-turlock/>

**To stay up to date on FREE business workshops,
resources, and events visit:**

www.cityofturlock.org/businessresources





We are Hiring!



Full-Time Career Opportunities

JOB TITLE	SALARY	DEADLINE
Account Clerk, Senior	\$4,059.00 - \$4,934.00 Monthly	Continuous
Accounting Technician	\$4,475.00 - \$5,439.00 Monthly	Continuous
City Engineer 	\$12,052.00 - \$14,650.00 Monthly	Continuous
Emergency Services Dispatcher Trainee	\$4,544.00 - \$5,523.00 Monthly	Continuous
Police Officer I/II	\$5,404.00 - \$7,605.00 Monthly	Continuous
Public Works Supervisor/City Surveyor	\$9,443.00 - \$11,478.00 Monthly	Continuous
Senior Civil Engineer	\$9,039.00 - \$10,986.00 Monthly	Continuous
Water Treatment Plant Operator, Senior (4 Vacancies) 	\$6,546.00 - \$7,957.00 Monthly	Continuous

Part-Time Career Opportunities

JOB TITLE	SALARY	DEADLINE
Part-Time Clerical	\$15.50 - \$18.00 Hourly	Continuous

For more information, visit <https://www.cityofturlock.org/workingforus/jobopportunities/>



**THE CITY OF TURLOCK
IS SEEKING INTERNS/VOLUNTEERS
TO JOIN OUR
M.V.P
PROGRAM**

Our Municipal Volunteer Partnership (M.V.P) program is designed to give students, adults, and seniors insight into employment opportunities and to enhance their educational and career goals.

**INTERNS/VOLUNTEERS POSSIBILITIES
IN THE FOLLOWING DEPARTMENTS:**

- City Attorney
- City Manager
- Human Relations
- Finance
- Public Works
- Municipal Services
- Development Services
- Economic Development
- Risk Management
- Police Administration
- Fire Administration

The City of Turlock's M.V.P program is more than just a volunteer/intern opportunity. It is a stepping stone toward the chance to work, explore and grow within the City of Turlock!

HOW TO APPLY?

Email the City of Turlock's Human Relations Department for an application and submit a copy of your resume and list of references.

Telephone: (209) 668-5150

Fax: (209) 668-5529

E-mail: HR@turlock.ca.us



Upcoming Events



Warrior Wednesday
Wednesday, March 8th, 2023

Welcome to our Turlock team!



We are so excited to have you on board!



DEVELOPMENT SERVICES DEPARTMENT

Monthly Report – March, 28 2023



The Development Services Department continues to strive to provide excellent customer service while ensuring the health, safety, enhancement, and prosperity of our community.

BUILDING



HOUSING



PLANNING

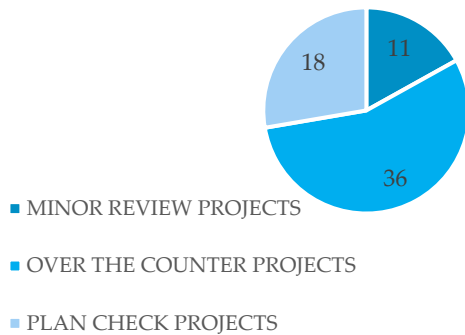




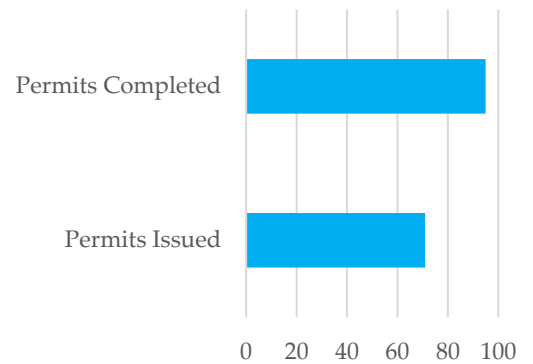
BUILDING

Update

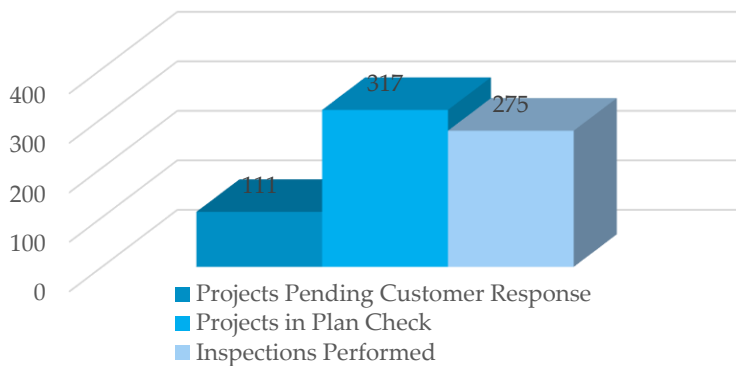
Permits Applied For February 2023



Permit Stats for February



Building Statistics



- For the 2023 Calendar Year there are nearly 150 code enforcement cases.
- The Development Services Department held over half dozen Pre-Development meetings in February.
- Staff has been hosting multiple meetings with project applicants to get pandemic projects and permits back on track.

HOUSING FINANCIAL REPORT

Funds with HUD:

Prepared:	3/23/2023	
Stanislaus Housing Consortium		
CHDO	1,257,375.00	
Administrative Funds	778,310.35	
HOME	3,094,105.84	
	5,129,791.19	
 CDBG-CV	 767,381.56	
 CDBG	 1,245,710.33	
 HOME-ARP		
Administrative and Planning Funds (Available)	266,171.00	
Administrative and Planning Funds	532,342.00	
Home Activates Funds	4,524,907.00	
	5,323,420.00	

Notes:

- Home activities funds for HOME-ARP are not available to draw until plan is complete
- Funds stated above do not reflect expenditures that have not been submitted for reimbursement

Funds with California Department of Housing and Community Development:

Permanent Local Housing Allocation (PLHA)	1,321,461
---	-----------

Funds with City:

CDBG (with City) Fund 255	(378,465.88)
HOME Consortium Fund 256	975,342.73
State HOME Fund 257	
State Home Funds	2,581,441.35
Cal HOME Program	1,700,979.67
HEAP	78,239.96
	4,360,660.98
Housing Stimulus Fund 258	41,050.85
HOME-ARP Fund 259	(159,598.53)
Successor Agency - LMI Fund 625	2,289,972.30

Notes:

- Fund 259 and 255-Pending drawdown for current fiscal year expenditures
- PLHA funds will be available once grant is approved and funding agreements executed.

PLANNING UPDATE



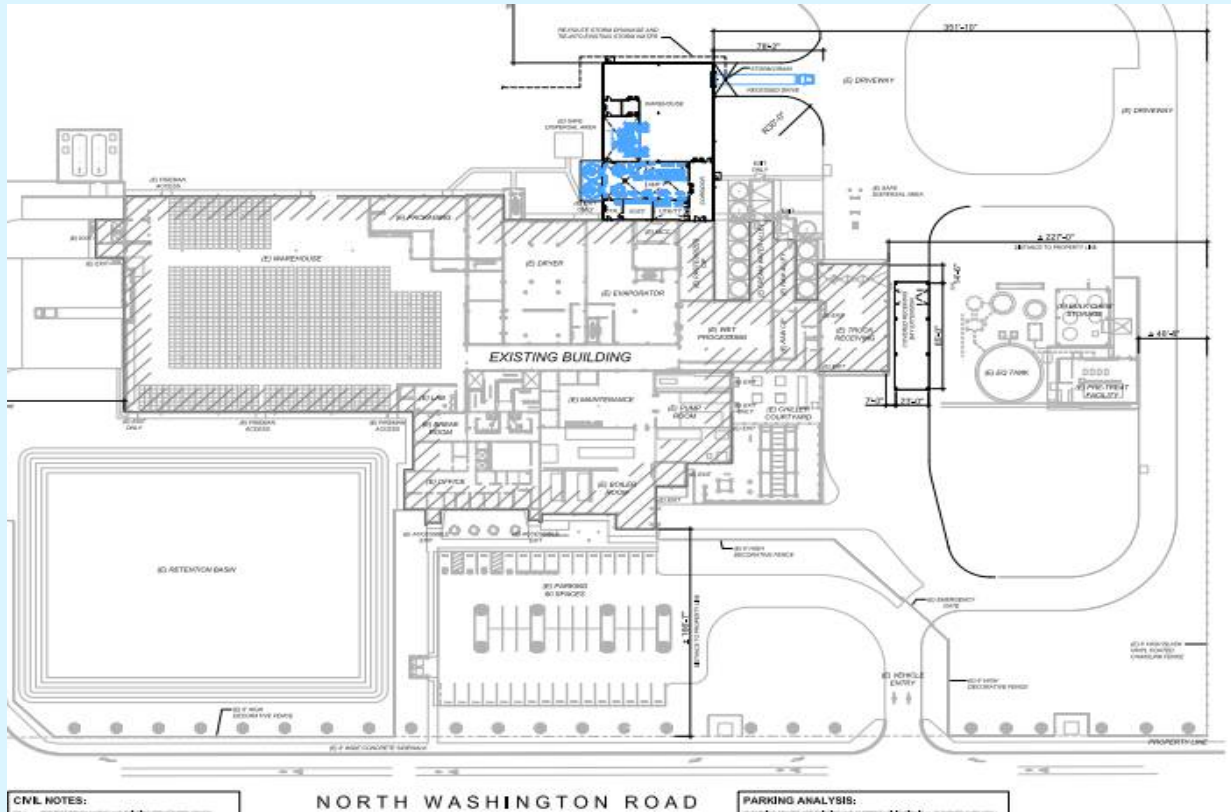
CONDITIONAL USE PERMIT 2023-02 (Staybridge Suites)

The applicant is requesting an exception to the 35-foot height limit established in the Northwest Triangle Specific Plan for the Heavy Commercial (CH) zoning District to facilitate the construction of an 88-room, 4-story hotel on a 2.58-acre parcel located at 2931 Sun Valley Court (Stanislaus APN 087-028-019). The 78,450 square foot hotel measures approximately 50-feet from grade to the parapet and approximately 53'6" in height for the architectural tower element at the port cochere.



MINOR DISCRETIONARY PERMIT 2023-04 (Valley Milk AMF Expansion)

Valley Milk is proposing development of an expanded processing area located at their existing facility at 400 N. Washington Road (Stanislaus County APN 088-003-021). The expanded area would primarily be utilized for the processing of Anhydrous Milk Fat (AMF). The proposed expansion is approximately 8,000 square feet in total size, comprised of mechanical and warehousing space with a maximum height of 35 feet. The project would also include construction of an associated AMF truck shipping/receiving dock, approximately 2,000 square feet in size.



Development Services Department

Business Permits Applied For

BUSINESS ADDRESS	BUSINESS PERMIT TYPE	BUSINESS NAME
	HOME OCCUPATION PERMIT	GOLD COAST LEGAL DOCUMENTS
	HOME OCCUPATION PERMIT	AMDUR WELDING
1468 LANDER AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	SERVICES B&R LLC
1619 OLYMPIC DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	
	HOME OCCUPATION PERMIT	CUCINA LLC
229 W CANAL DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	GLASS LABS SMOKE SHOP
	HOME OCCUPATION PERMIT	BIGGAINZZ
	HOME OCCUPATION PERMIT	CENTRAL VALLEY REMOVAL
	HOME OCCUPATION PERMIT	GREEN ENERGY CONSULTANT
	HOME OCCUPATION PERMIT	Rasoli Wholesale LLC
435 E MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	SEVEN SALON
	HOME OCCUPATION PERMIT	ALEN APPLIANCE

City Council Staff Update

March 28, 2023



To: Mayor and Councilmembers

From: Sarah Eddy, Deputy City Manager

Prepared by: Nick Showalter, Information Technology Manager

Subject: Website Update

For the month of March 2023, the Information Technology (IT) Division has the following to report:

Website Update

Information Technology (IT) is performing a comprehensive review of online services that are provided through the current City website. IT has made it a priority to assess the City website's online services and their integration with existing City systems. IT has been cataloging and diagramming the integrations from the City website to identify how the online services interact with the City departments and citizens. The catalog and diagrams will be utilized to ensure a modern website hosting solution can integrate with existing City services while enhancing and streamlining City communications and business processes. The assessment performed will aid in creating a complete scope of services needed to provide the best solutions for every department.

Finance Department Monthly Report

March 28, 2023



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Reagan M. Wilson, City Manager

Staffing – The Finance Department is currently in the process of filling the following positions:

Billing: Accounting Technician
Account Clerk, Senior

Staff is currently working on reallocation of duties within the Accounting department to create efficiencies and strengthen controls.

Assessment Districts – We finalized financial balances through Fiscal Year 2020-21 and are in the process of calculating Fiscal Year 2021-22 financial balances for each district as part of the year end process. The Finance Department will be preparing a presentation for Council in the coming months.

Fiscal Year 2020-2021 Audit – We are currently wrapping up the City’s Fiscal Year 2020-21 audit and have received the draft Financial Statements.

Fiscal Year 2021-2022 Audit – Auditors are currently reviewing information and have started their analysis and interim work.

Financial Investments – Currently we are assessing California Asset Management Program (CAMP) to diversify short-term investments and liquidity. The City’s Investment Policy has been updated and approved by the City Treasurer.

New Policies – Staff drafted a new cell phone stipend policy to create efficiencies and reduce costs for the City. The policy is currently being reviewed by all bargaining groups.

Procurement Policy – Kick off meeting is scheduled for March 24, 2023. Estimated completion of the policy is May 2023.

Utility Billing – The utility billing transfer to monthly has been completed. We experienced a delay in the North West quadrant due to ERP system issue, however, all issues were resolved by Friday, March 17th.

Measure A – The Measure A Committee’s next meeting is scheduled for April 10, 2023.

Municipal Services Department Monthly Report

March 28, 2023



WATER QUALITY CONTROL DIVISION

SAFETY

Monthly Safety Trainings			
Week	OSHA Safety Topic	Training Video	Craig Safety Handout
06	Habits & Safety	https://www.youtube.com/watch?v=aAsyxhaGezs	Habits & Safety
07	Daily Inspections & Safety Senses	Daily Inspections: https://www.youtube.com/watch?v=q0Rk-eIzsuk Safety Senses: https://www.youtube.com/watch?v=QAOMx0UFZZ8	Daily Inspections 2023 & Safety Senses 2023
08	Accident Prevention	https://www.youtube.com/watch?v=dBf6BTX1bmM	Accident Prevention (2023)
09	Power Tool Safety	https://www.youtube.com/watch?v=JYnD_nMcnJ8	Safety Rules for Power Tools

February Safety Inspection to be completed by: Operations

DIVISION UPDATES

LABORATORY

Highlights

- WIMS & Rio – Staff continue to update variables and build reports on WIMS, the information management software, as well as Rio, the data collection software that interfaces with WIMS. All field data collected by Operations staff is going directly into the Rio mobile app without requiring transfer from pen and paper. The majority of the lab data generated by Laboratory staff is also being input into WIMS. ECI staff are in the process of creating Rio spreadsheets in order to begin utilizing the software for tracking industrial data. Utilities staff may also be joining Rio in the future as field testing requirements come more to the forefront. The goal of using Rio for all divisions is to streamline the data collection and reporting process while enhancing traceability.
- Healthy Central Valley Together SARS-CoV-2 (COVID) wastewater testing – COVID wastewater surveillance testing continues (see attachments for December 2022-current and February 2023 only results). Sample analysis and surveillance is conducted by the WastewaterSCAN program. Samples are collected 3 times a week and taken by courier to the SCAN lab for analysis. Samples are also analyzed for other infectious disease targets such as RSV, Influenza A & B, and Norovirus. Current data shows a trend of decreasing COVID and influenza occurrences in our area.

- Lead and Copper sampling – The Lead and Copper Rule requires monitoring at consumers’ taps to identify levels of lead in drinking water that may result from corrosion of lead-bearing components in a public water system’s distribution system or in household plumbing. These samples help assess the need for, or the effectiveness of, corrosion control treatment. The City is required to collect 60 samples twice a year from volunteer participants due to the upcoming introduction of chlorination to the drinking water system. Bottles with instruction letters were distributed to volunteers in early January, and as samples are collected, volunteers call and have them picked up by City staff. Samples are then taken to a contract lab for analysis. Volunteers are mailed their results once available.
- Sentinel Plan – The City completed four baseline Sentinel Monitoring events in February. The plan entails weekly sampling events at locations throughout the distribution system for parameters such as pH, conductivity, ORP, chlorine, turbidity, total iron and manganese, and heterotrophic plate count. Once chlorination begins, changes in any of these parameters can alert City and Confluence staff to potential destabilization events in the DS that may need to be addressed.
- Proficiency Testing (PTs) – The annual PTs were completed for the laboratory’s certified drinking water methods. PTs are required to be completed yearly with acceptable results in order for the laboratory to maintain its ELAP accreditation.
- Monthly compliance effluent sampling events were completed.

Monthly Lab Analysis										
Type	Wastewater		Drinking Water		New Construction		Industry		Liquid Waste Hauler	
Week	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses
06	96	969	27	40	2	9	15	155	0	0
07	101	949	27	48	0	0	40	430	0	0
08	101	1104	26	30	4	15	19	189	0	0
09	96	945	25	34	4	14	1	11	0	0
Totals	394	3967	105	152	10	38	75	785	0	0
Comments		<ul style="list-style-type: none"> • Industry samples – 1 set Week 6, 2 sets Week 7, 1 set Week 8 • Sentinel Plan Sampling – Weekly 								

Monthly Trainings, Webinars, & Meetings	
Week	Topic
06	<ul style="list-style-type: none"> • Webinar: How to Write an Effective Response to an ELAP Assessment Report - IAS ELAP Webinar #21 • Webinar presented by the EPA: Effluent Guidelines Program Plan 15 • WastewaterSCAN Stakeholder Meeting for COVID trends in wastewater
07	<ul style="list-style-type: none"> • Webinar: UCMR5 - A Primer: What To Expect & The Impacts
08	<ul style="list-style-type: none"> • BACWA Laboratory Committee Meeting
09	<ul style="list-style-type: none"> • Webinar presented by the EPA: The Fifth Unregulated Contaminant Monitoring Rule (UCMR 5) Webinar Registration: Accessing and Communicating UCMR 5 Results • Webinar: PFAS Sample Collection, State of the Science, Part 2

ENVIRONMENTAL COMPLIANCE

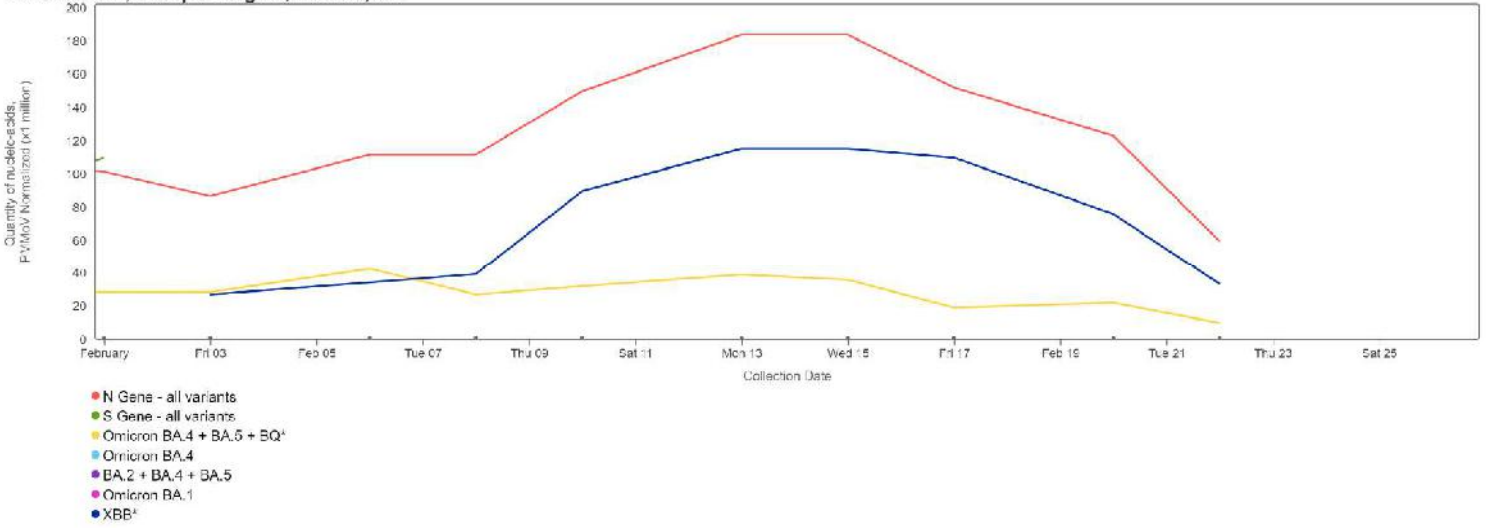
- ECI staff collected 76 SIU samples which were brought to the lab for analysis (pH, EC, TDS, TSS, & BOD).
- Staff collected 16 SIU FOG samples.
- 18 quarterly reports and 1 annual pretreatment report were completed.
- One NOV was issued for an industry; no NOVs were issued for stormwater.

Monthly Environmental Compliance Totals						
Type	Inspections/Site Visits	Grease/Sand & Oil Interceptors	pH Compliance/ Calibrations	Predevelopment/ Planning/ Meetings	Data Entry/Reports	Maintenance/ Cleaning
Totals	6	31	30	10	123	20

ATTACHMENTS

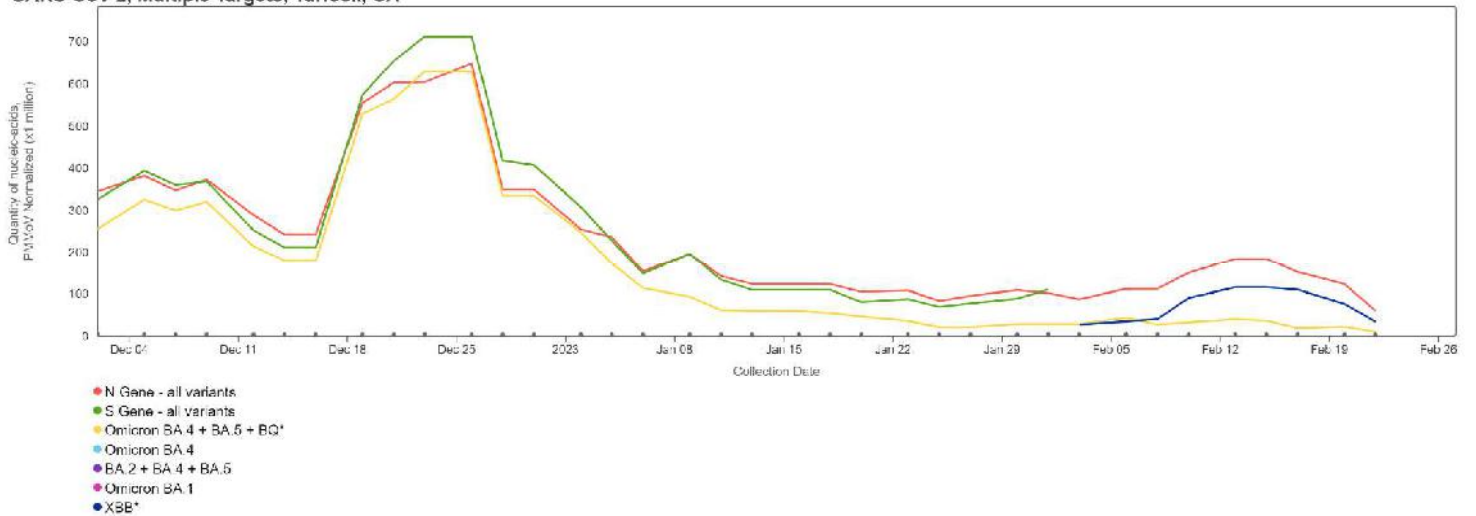
COVID-19 Results, December 2022 to February 2023

SARS-CoV-2, Multiple Targets, Turlock, CA



COVID-19 Results, February 2023

SARS-CoV-2, Multiple Targets, Turlock, CA



UTILITIES DIVISION

WATER	TOTALS
Water leaks	3
Water taps/New service	3
Meter replacements/installs	46
Meters repaired	5
Well checks for 16 operational wells	16
Well checks for 9 off line wells	9
Well checks for 6 irrigation wells	6
3 Storage water tanks checked	24
City bac-t samples collected	99
Manual meter reads for finance	3,330
Cross Conn./Occupancy Inspections	48

SEWER	TOTALS
Total sewer footage cleaned	17,068 FT
Sewer plugs	5
Sewer lift stations cleaned	13
Clean outs installed	4
Sewer main repairs	1

STORM	TOTALS
Catch basins cleaned	2
Storm pumps checked	53

REGULATORY AFFAIRS

SOLID WASTE

- Turlock Scavenger
 - Commercial Roll Out
 - (Organic) complete
 - (Recycle) complete
 - Hauler still reviewing franchise agreement to include AB 1383
 - Target Date Feb. 2023. (No update)
 - Hauler is still updating AB 1383 Route Review, Contamination Tracking, Enforcement, Citation, and Record Keeping process
 - Target Date Feb 2023. (No update)
- SB 1383 Edible Food Recovery Tier 2
 - Team reaching out to tier 1 and starting the list of businesses needed to be notified with regulation

WATER

- Permit Amendment(s) –
 - RA Submitted System Wide Chlorination Permit Amendment
 - Sanitary Site inspection completed Feb. 2, 2023
 - Submitted items
 - System Chlorination Schedule update sent
 - Well 38 Operations Plan (By-pass valve blend section)
 - P&P still need to submit
 - System classification letter sent
 - LCR Program
 - RA team has 40 participants
 - Received 43 analytical results
 - Thank you! gift being sent to participants
 - RA working with Carollo Engineering on terminal tank and booster pump permit amendment
 - MCS, Public Works, and Carollo. Public Works requested Carollo submit scope of work to Public Works to update Technical Report section for well source capacity, MDD, and PDD
 - Jacobs Engineering is continuing to work on Surface Water Source and Facility
 - Possible delay to completion date
 - Well 08
 - Operations team is fixing pump and motor
 - P&P will work on Operations plan
- UCMR 5 GWRMP
 - Lithium sample needs to be collected once well 08 is operational
- CCR (2022)
 - Team started data gathering
- DDW monthly Report submitted (Before 10th of the month)

WQC

- CASQA/SJVWQP –
 - OWOW at Home Depot started February 21, 2023
 - City of Turlock hosting Annual Training in Fall 2023
 - EAR – Working with Condor to determine which Track (1 or 2) to follow for Trash Capture Devices
 - (No update)

OUTREACH/EDUCATION/SOCIAL MEDIA AD'S

- Public Information/Outreach
 - Go Green Week Proclamation at City Council on February 28, 2023
 - Go Green Week is March 10 -17, 2023
- RA is campaigning Spring Water Conservation
 - Spring Water schedule will start airing on TV and social media
 - Starts March. 1, 2023



PUBLIC WORKS

ENGINEERING RECREATION
MAINTENANCE TRANSIT

CITY MANAGER'S MONTHLY REPORT

February 2023

ENGINEERING CAPITAL PROJECTS

CITY PROJECT 21-018 "LANDER AVENUE REHABILITATION"

The contractor, George Reed Inc., completed the installation of the new concrete median including the plug paving adjacent to the new concrete. The contractor is filling the new median with clean soil in preparation for the new landscape trees and rubber bark that will be installed.



Photos from of median installation on City Project 21-018



CAPITAL PROJECTS, CONT'D

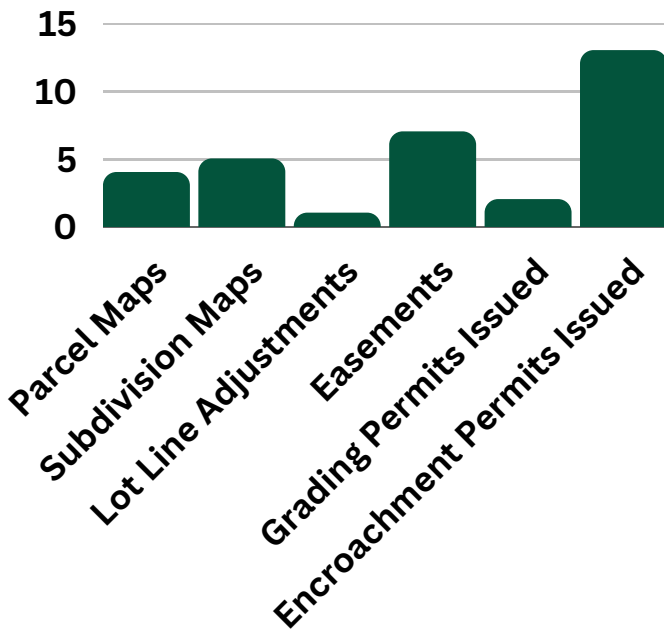
CITY PROJECT 20-013 "WATER AND SEWER MAINS EXTENSION-GOLDEN STATE BOULEVARD"

The contractor, Rolfe Construction, has installed 1700 Linear Feet (LF) of the new 18-inch sewer main and 1680 LF of the new 12-inch water main. The project is on schedule and is about 60% complete. Paving anticipated to begin in April.



LAND DEVELOPMENT

ACTIVE SUBMITTALS



DEVELOPMENT PROJECTS

Improvement Plans In Review:

21

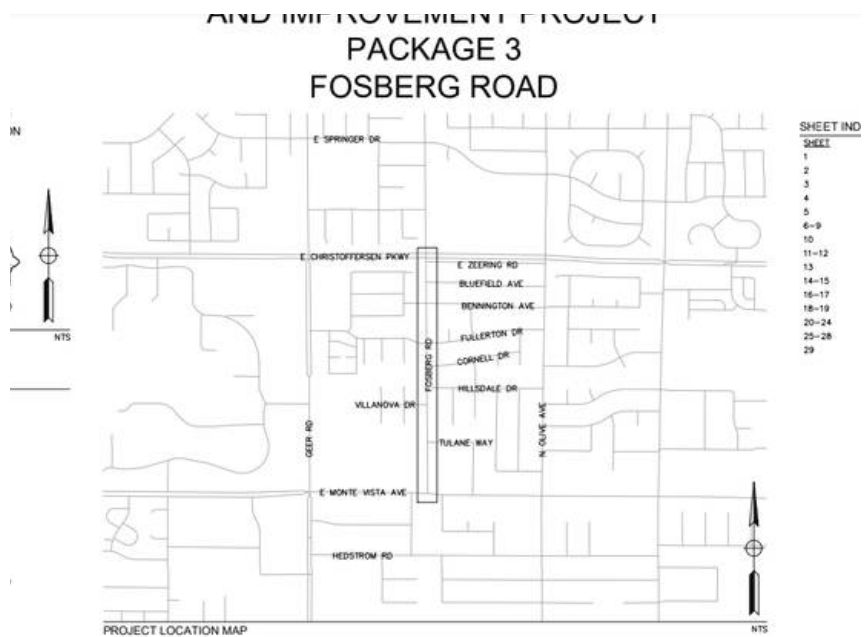
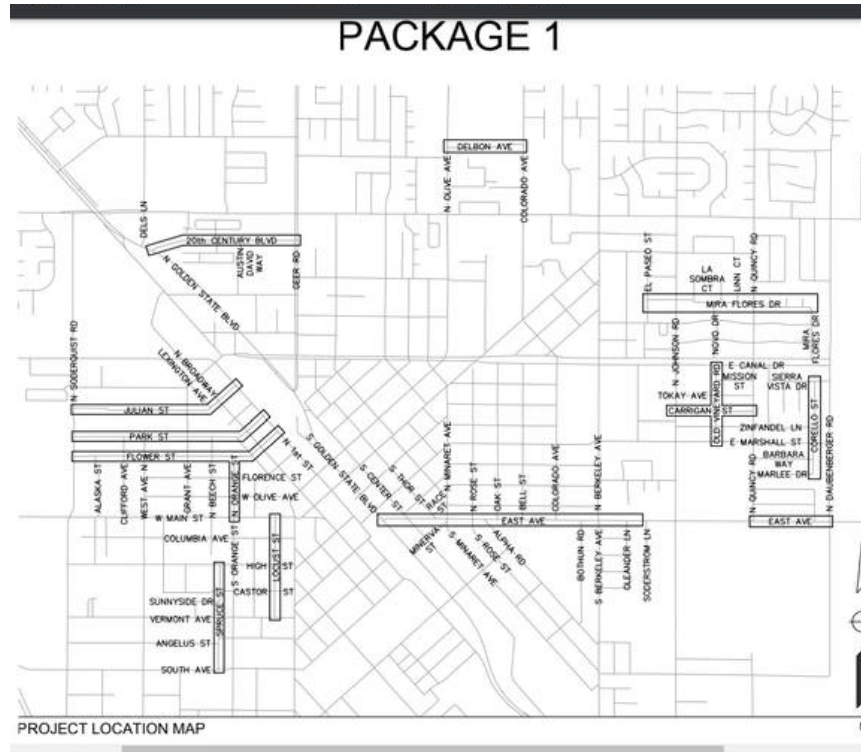
Approved, but pending other City requirements:

33

ROADS PROGRAM

On March 7, 2023, Engineering staff advertised City Project 22-001, Package 1 and Package 3, for construction bids. Thirteen (13) streets are included in Package 1 while Package 3 includes only one street (Fosberg Road). Each package is advertised as a separate construction bid. The bid opening for both projects is scheduled for April 4, 2023, in the El Capitan Conference Room at 2 PM and 3 PM, respectively.

The work for each package includes removal of existing pavement and base, and paving new hot mix asphalt pavement sections along various streets (plan vicinity maps below). Work will also include curb, gutter, and sidewalk modifications, ADA ramp construction, adjustment of valve and manhole covers to grade, in-kind replacement of traffic loop detectors, striping, and traffic control.



CIVIL IMPROVEMENT LIMITS

THE CITY OF TURLOCK'S FOSBERG ROAD REHABILITATION AND IMPROVEMENT PROJECT WILL IMPROVE THE EXISTING ROADWAY FROM E MONTE VISTA AVE TO E CHRISTOFFERSEN PKWY IN THE CITY OF TURLOCK, CALIFORNIA.

GOVERNING CODES AND ADOPTED STANDARDS

ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT CITY OF TURLOCK STANDARD SPECIFICATIONS AND DRAWINGS, THE LATEST EDITION OF THE AMERICANS WITH DISABILITIES ACT AND THE LATEST EDITION OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, CITY OF TURLOCK STANDARD DRAWINGS ARE AVAILABLE AT THE OFFICE OF THE CITY ENGINEER.

SHEET NO	SHEET
1	
2	
3	
4	
5	
6-9	
10	
11-12	
13	
14-15	
16-17	
18-19	
20-24	
25-28	
29	

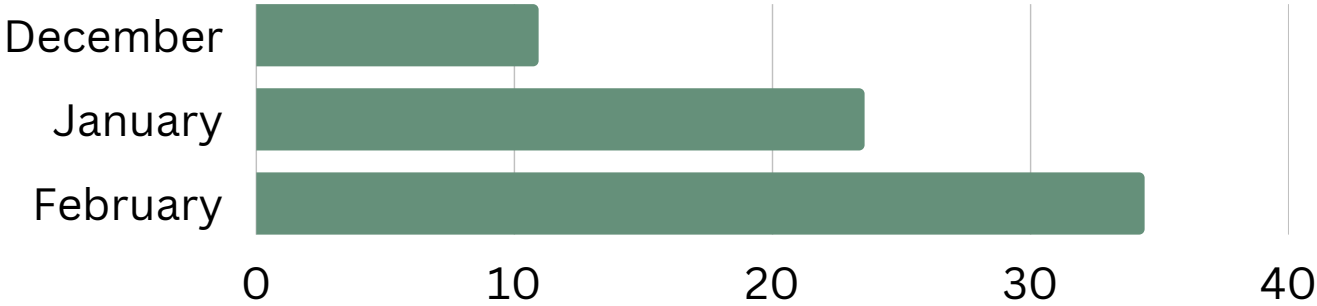


MAINTENANCE

LEAVES PICKED UP, IN TONS - FEBRUARY 2023*

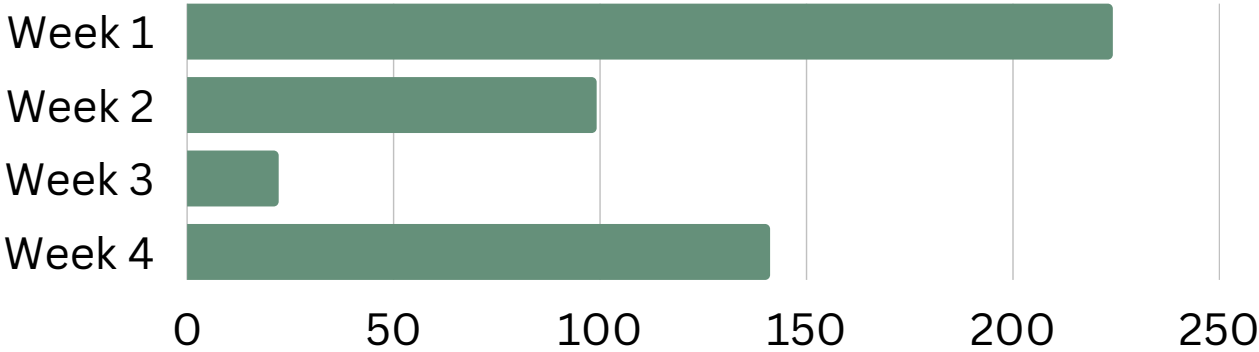
Since the Leak Pick-Up program concluded the first week of February, staff collected their final load of leaves, totaling 52.5 tons. This season, we picked up 1,319 tons of leaves from all around the City to keep the roadways safe and street-flooding to a minimum.

ENCAMPMENT REFUSE CLEANED UP, IN TONS



Clean up occurred at the following areas: In Shape City on Geer Rd, by Hobby Lobby, W. Main Ave/Kilroy Ave in open field behind Chevron Station, 500 S. Walnut (under overpass by railroad tracks), by Travelodge, behind Target, at Golden State Blvd & Tuolomne Ave, Olive Ave & Canal Rd, by Boot Barn, and many more.

POTHOLES FILLED



PARK UPDATES

Staff spent time at the BMX Bike Park, reshaping the jumps, clearing hazards, and prepping it for increased use once the weather improves. The park was officially closed for nearly two weeks so that the soil could settle and compact. It is also always closed when during rain! Hoping for a great season of use at BMX Park very soon.



Greta, a local retired elementary teacher volunteered to refurbish the entry sign at Donnelly Park, which she has done in the past. We are grateful to her for lending her talents and showing that parks should be a priority!



Before



After

A recent windstorm caused a eucalyptus tree to fall on a section of fence at Pedretti Park. Staff banded together to clean up all the debris so that fields could be ready for tournaments coming up very soon.

SENIOR CENTER UPDATE

Staff are moving forward with the Senior Nutrition Infrastructure Grant now that the fully executed agreement has been received from Stanislaus County. The City was awarded \$30,500 for a new range, ice machine and tables to help support the efforts of the Senior Lunch Program. Staff are gathering quotes for the new equipment and will be placing orders soon.

RECREATION

PLAY (POSITIVE LEISURE ACTIVITIES FOR YOUTH) & ASES (AFTER SCHOOL EDUCATION AND SAFETY)

All PLAY and ASES programs are operating at or near capacity. Staff continues to recruit more part-time Recreation Leaders for the PLAY and ASES programs. Rec Leaders provided fun and engaging Valentine's Day and Presidents Day activities and parties with snacks and crafts. All PLAY and ASES sites were closed for the five day holiday in February. Sites are preparing for the upcoming spring activities as spring break is approaching soon.



CLASSES & SPORTS

Track Class is up and running! All classes are being held at the Christoffersen Storm Basin next to Dennis Earl Elementary. We just finished Session 1 and started Session 2 on March 14th. We are offering 3 sessions of Track Class for this Spring.

Dance classes are continuing through April. They are being held at the Turlock Community Theatre on Wednesday and Thursdays. The dance recital is on Friday April 21st. (Pictures are of Ballet 1 class). There are a total of 95 participants registered for these dance classes!



*Photos from
Ballet 1 class*



Tiny Tot Fantasy Baseball registration ended on March 23rd. This is a fun, interactive parent-and-child class that introduces the basics of baseball in a series of stations. Program starts on April 29th and ends May 20th. This program will take place at Turlock Regional Sports Complex.

T-Ball and Pee Wee Baseball registration ended on March 23rd. These are 6 week baseball programs coached by volunteers. T-Ball uses a batting "T" and the Pee Wee Baseball is a coach pitch. Both of these programs start in May and end in June at the Turlock Regional Sports Complex. These are both introductory baseball programs for children to learn the baseball basic essentials.

The Spring Adult Softball League started February 22nd because some leagues were delayed due to the weather conditions. We have a total of 62 teams signed up! We are grateful to have a great venue in Pedretti Park to host such a successful program.

SPECIAL EVENTS

With spring approaching, staff have seen an increase in community groups turning in Special Event Applications. Once received, the applications are routed through the special event committee to ensure that all necessary departments have an opportunity to review the application.



RENTALS & TOURNAMENTS

Turlock Regional Sports Complex hosted 2 soccer tournaments. Central Valley Futbol Academy had their Youth Soccer Competitive Tournament on March 11th and 12th. Teams that traveled from the all parts of the valley and the bay area for this tournament. Nor Cal Premier had their tournament March 25th - 26th with teams primarily attending from the Northern areas of California.

Many tournaments and hourly rentals are being held at Pedretti Sports Complex. Little leagues have been using the fields as well as other groups. NSA (National Softball Association) Softball had their Turlock Spring Blast on March 11th - 12th with 10U, 12U, and 14U teams. TPR Baseball had their Opening Day Tournament March 18th - 19th ranging from 8U-15U teams. Pedretti also hosted a Senior Softball Tournament on March 25th - 26th.

RECREATION FOR ALL SCHOLARSHIP PROGRAM

The Recreation Division was awarded the Community Development Block Grant (CDBG) for \$10,000 for Recreation for All Scholarship program for 2023/24 fiscal year. This scholarship money will assist families in need who want to sign up for Recreation programs.

TRANSIT

In February, two City transit staff attended a marketing conference, which provided an opportunity to network with transit marketing professionals from across the country and learn new strategies for improving marketing and communication efforts locally. This training will improve our ability to connect and engage with our passengers and the general public.

Following the formal end of the COVID-19 related State of Emergency by Governor Newsom on February 28, 2023, Turlock Transit ceased providing free curb-to-curb trips to COVID-19 vaccination sites. This enhanced service, implemented in April 2021, ensured individuals that wanted to receive the vaccine, but did not have adequate transportation, could get to and from vaccination sites. Turlock Transit provided a total of 31 such trips between April 2021 and February 2023.

Transit staff from the City of Turlock, Stanislaus Regional Transit Authority (StanRTA), and Transit Joint Powers Authority of Merced County (TJPAMC) met in February to discuss regional transportation issues and develop solutions to improve mobility across both counties. While multiple issues were discussed, one outcome was a joint, free fare promotion for fixed route services during the month of July. While this has been done for several years in Stanislaus County, it's the first time to be coordinated with an adjacent county as well. Discussions are ongoing to see if San Joaquin County will join as well.





TO: Reagan Wilson
City Manager, City of Turlock

FROM: Stephanie Jantzen
Strategic Communications Consultant
Public Information Officer Services

RE: Turlock Communications Report

Mr. Wilson, I am pleased to present you a summary of work performed for strategic communications/PIO services for the City of Turlock for the month of March, 2023.

COMMUNICATION ASSETS:

- Created social media posts
- Ensured content was presented in a professional, clear and easy-to-read format
- (Ongoing) monitoring Turlock's social media content and messaging
- Providing recommendations on best practices in communications
- Press releases
- Communications/Internal and External, on agenda, website and social media on various city issues

CITY OF TURLOCK WEBSITE/SOCIAL MEDIA

- How to move forward with existing website and social media
 - (Ongoing) creating plan for best practices utilizing existing website and social media tools, while examining solutions for implementation/integration
 - Creating plan internally for flow of information internally and externally
 - Creating templates for home page and links "for more information" for website
- Social Media
 - Bringing back social media power users team for consistency in external comms
 - Working on verification of the City's social media
 - Working on creating "single source of truth" for social media
 - Working on budget to increase engagement and external communications for residents

STRATEGIC COMMUNICATIONS SUPPORT

- Turlock Police Department
 - Increased support for Turlock Police Department
 - Meeting with Social Media team
 - Press releases/Social Media Messaging

CONSTITUENT COMMUNICATIONS:

- Working on implementation/format of Turlock City Newsletter and other content through existing platform
- Working on summary of tech solutions for Turlock community

MEETINGS:

- City Manager
- Assistant City Manager
- City Clerk
- Executive Team
- Economic Development Opportunities and Assets for Promotion of City
- E-Team projects for 2023
- IT team internal communication items
- IT team website status updates
- External consultant meetings re: HOME-ARP
- External tech solutions for Turlock community
- Media

MONTHLY CITY MANAGER'S REPORT

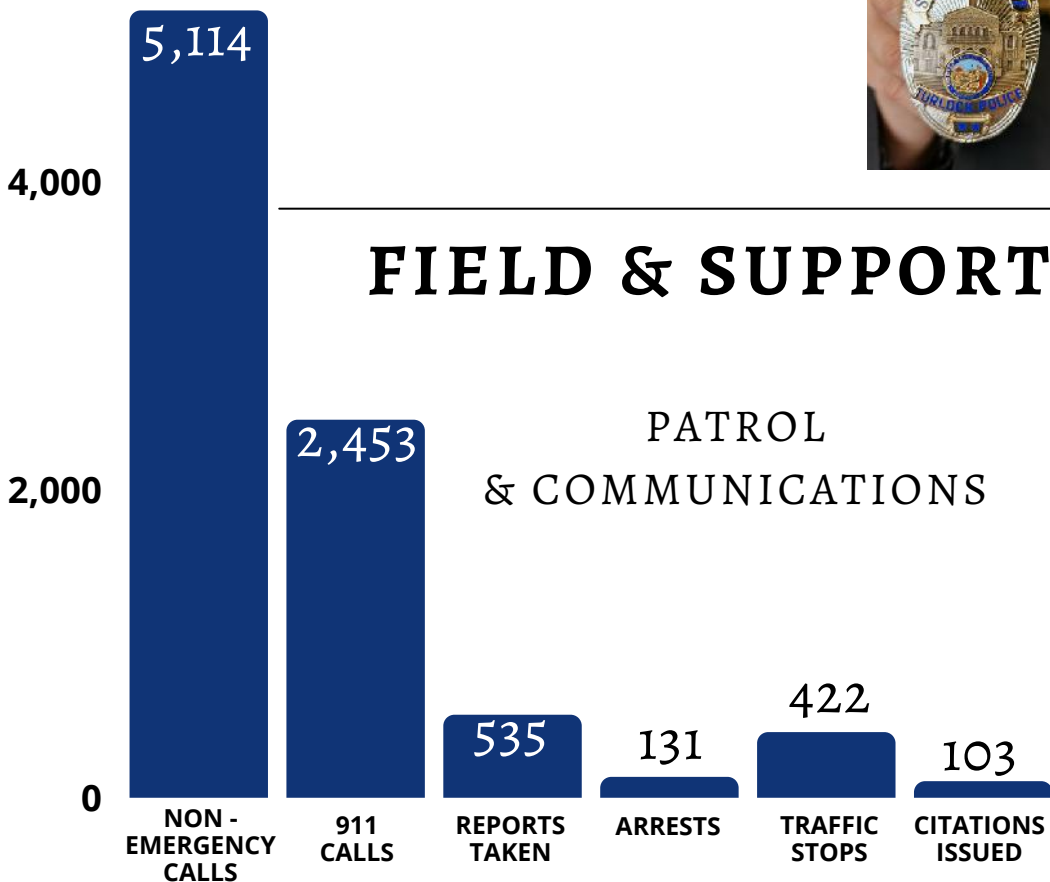
February 2023



ADMINISTRATION

Turlock Police Department news:



- Police Officers Zachary Rocha and Amir Aziz graduated from Stanislaus County Regional Training Academy and were sworn in as TPD's newest Police Officers on February 13, 2023. We are happy to have them on the team and congratulate them as they begin their careers in law enforcement!
- On February 28, we recognized the promotion of Police Detective Kevin Blanc and Assistant Communications Supervisor Kaitlin Gagliolo. We congratulate them on their career advancement!
- The next Meet and Greet with Chief Hedden will be Thursday, March 9, from 3:00 to 5:00. It will be at Willie's Pizza and Wings, located at 2050 E Canal Dr., Turlock, CA 95380.



FIELD & SUPPORT OPERATIONS

PATROL & COMMUNICATIONS

ANIMAL SERVICES



 22 DOGS SEIZED 3 CATS SEIZED



18 ADOPTED/RETURN TO OWNER/TRANSPORTED TO RESCUE.

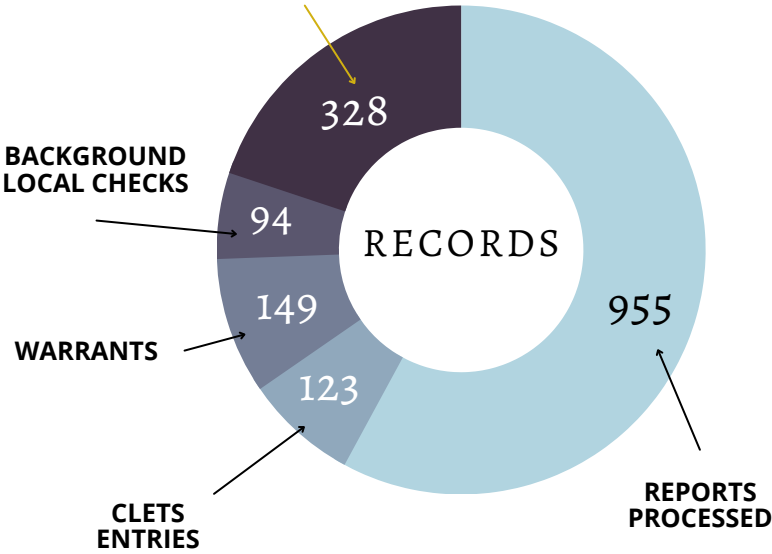
All February adoptions were sponsored by the Turlock Poker Room!

MONTHLY CITY MANAGER'S REPORT

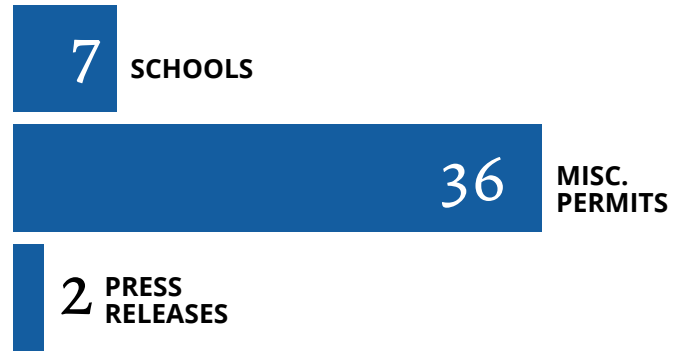
February 2023



REPORTS RELEASED

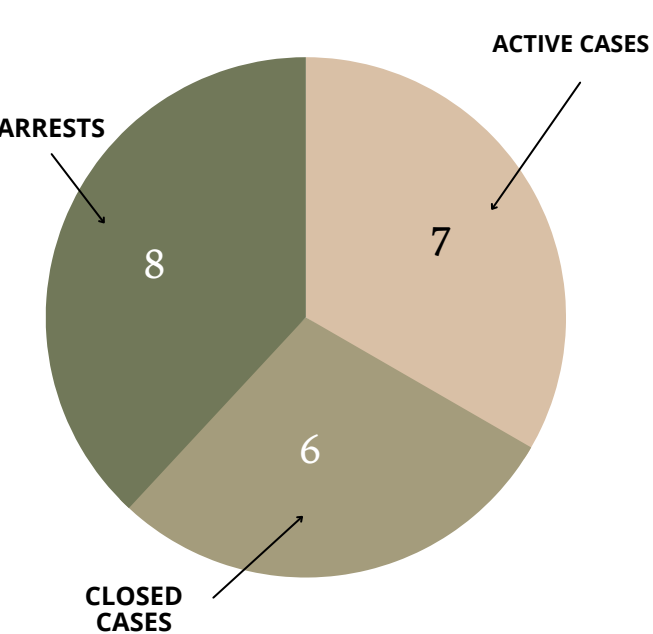


PROFESSIONAL STANDARDS



SPECIAL OPERATIONS

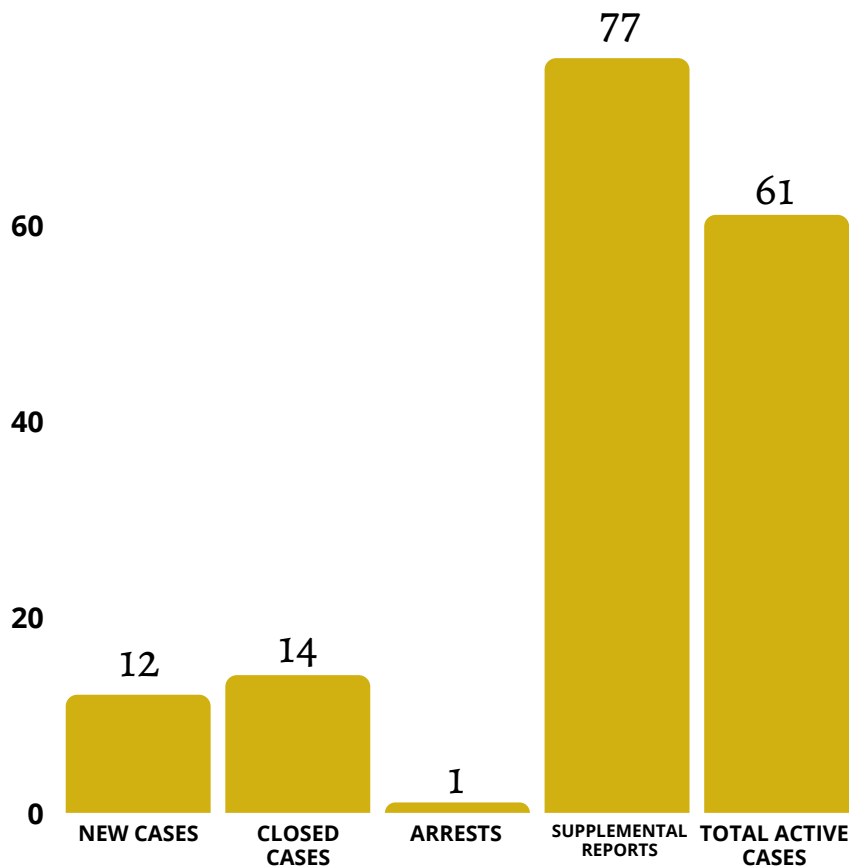
SPECIAL INVESTIGATIONS UNIT



Additional:

Narcotics - 4 grams of Methamphetamine, 1.5 grams of Fentanyl, and 3 grams of Heroin seized.

DETECTIVES



Turlock Fire Department

MONTHLY CITY MANAGER'S REPORT

February 2023

OPERATIONS HIGHLIGHTS



Incident Summary by Incident Type

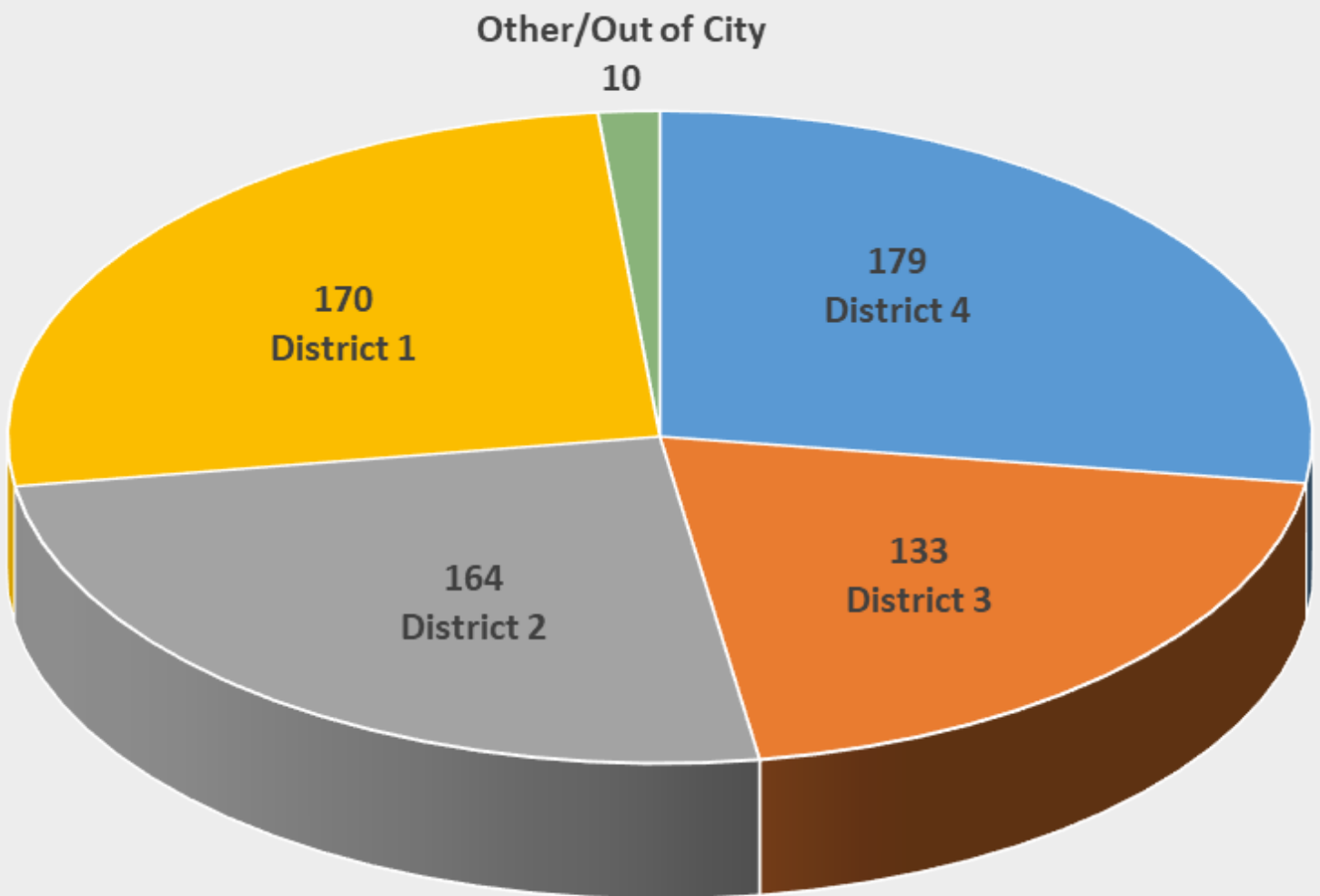
Date Range: From 2/1/2023 To 2/28/2023

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss
Fire	15	13	00:05:39
EMS/Rescue	455	374	00:05:05
Hazardous Condition	13	13	00:06:06
Service Call	62	48	00:06:00
Good Intert	89	23	00:06:08
False Call	22	21	00:06:23
Totals	656	492	



CALLS BY DISTRICT



TRAINING HIGHLIGHTS



HEAVY VEHICLE RESCUE TECHNICIAN CLASS

- Continued probationary ff, engineer, captain, BC training and testing.
- Crew rotated through 2023 Quarter 1 EMS Training (Narcan, epinephrine, aspirin & CPAP).
- Four TFD members continued with their paramedic training program (Tues/Thurs/Fri).
- MST captain's meetings at the RFTC.
- MST battalion drills (commercial fires).
- MST captain assessment center.
- MST April 2023 Recruit FF Academy Prep.
- MST ongoing driver training.
- MST training division planning and logistics.
- MST training division prop development and construction.
- MST operations manual "truck" section completed and published.
- MST First Alarm Wellness death notification training.
- MST Fuel reduction/heavy equipment program planning and logistics.
- MFD relief firefighter academy.
- MFD tiller-drawn apparatus training and sign-offs.
- SCFPD and TFD Vector Solutions "Check It" program build.
- TFD lateral engineer testing.
- TFD hosted a 3-day heavy vehicle rescue technician class.
- TFD drillgrounds cleanup, planning and logistics.

FIRE PREVENTION HIGHLIGHTS



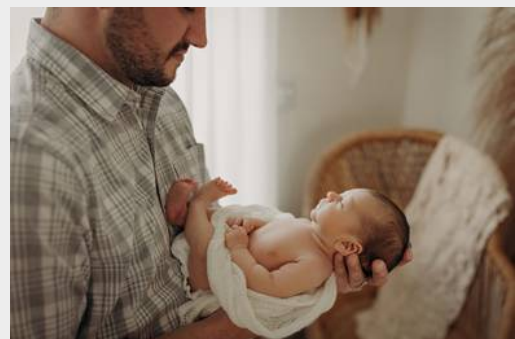
Fire Prevention continues to support new construction and redevelopment through permit issuance of fire sprinklers, fire alarms, and hood suppression systems. This process includes field verification to ensure proper installation and code compliance. This is tied directly to plan review for many projects. The fire marshal is working diligently to ensure plan reviews are performed in a timely manner to support other city departments.

Solar inspections and state mandated inspections of hotels/motels and schools continue to dominate significant time for the fire inspector.

A continual project is to migrate and update the records management through Zoll. In the near future, inspections will be automatically assigned after the inventor is verified. Future work will include electronic records retention through a searchable data base. This is part of a process to evaluate processes and function to streamline and reduce paper usage and file storage.

Check out our social media outlets, Facebook and Instagram, for regular monthly prevention reminders and suggestions. A 12-month calendar has been developed with bi-monthly posts. This is being shared MST wide for resource sharing and consistency.

Fire Prevention welcomes a new addition to the family. Fire Inspector LeRoy and wife Bree welcomed their first child, Mason in early February.





FIRE PREVENTION HIGHLIGHTS

STATS

Type of Inspection	Total
Re-inspections	15
Occupancy	6
Solar	17
Final Alarm/Sprinkler	9
Building Finals - blue sheet	5
Hydro/Visual	1
Misc Inspections	2

PLAN
REVIEWS

18

PRE-
DEVELOPMENT
MEETINGS

8