

# City Council Agenda



**NOVEMBER 12, 2019**

**6:00 p.m.**

**City of Turlock Yosemite Room**

**156 S. Broadway, Turlock, California**

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Mayor  
**Amy Bublak**

Council Members

**Nicole Larson**

**Andrew Nosrati**

**Gil Esquer**

**Becky Arellano**

Vice Mayor

Interim City Manager

**Michael I. Cooke**

City Clerk

**Jennifer Land**

City Attorney

**Douglas L. White**

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

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

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

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

**0. A. CALL TO ORDER**

**B. SALUTE TO THE FLAG**

**C. ROLL CALL**

**D. DECLARATION OF CONFLICTS**

**1. CLOSED SESSION: None**

**2. APPROVAL OF AGENDA AS POSTED OR AMENDED**

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

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

- A. Recognition: Employee of the Month, September 2019, Public Safety Administrative Assistant Sara Bickle
- B. Recognition: Employee of the Month, October 2019, Maintenance Worker Senior Frank Anjos
- C. Proclamation: Law Enforcement Records and Support Personnel Day, November 12, 2019, accepted by Police Captain Steve Williams
- D. Presentation: 2018-19 Active Military Banner Retirement, presented by Parks, Arts and Recreation Director Allison Van Guilder

### 4. 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.

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

### 6. CONSENT CALENDAR:

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

- A. Resolution: Accepting Weekly Demands of 10/03/19 in the amount of \$4,232,855.07; Weekly Demands of 10/10/19 in the amount of \$4,447,866.43; Weekly Demands of 10/17/19 in the amount of \$2,128,199.27
- B. Motion: Accepting Minutes of the Special Meeting of October 8, 2019; Minutes of the Regular Meeting of October 8, 2019; Minutes of the Special Meeting of October 14, 2019
- C. Motion: Approving Contract Change Order No. 8, in the amount of \$21,644.02, for City Project No. 17-30 "West Main Corridor Rehabilitation" bringing the contract total to \$7,984,027.93
- D. Motion: Approving Amendment No. 1 to an Agreement with DF Engineering, of Modesto, California in the amount of \$5,310 (Fund 215), bringing the contract total to \$51,790 for professional engineering and surveying services for City Project No. 17-59 "Pedestrian Intersection Improvements at Various Locations"
- E. Motion: Awarding bid and approving an Agreement in the amount of \$41,100.00 (Fund 426) with Heritage General, Fresno, California for City Project No. 18-46 "Wall Addition for CNG Maintenance Building"
- F. Motion: Awarding bid and approving an Agreement in the amount of \$2,757,790 (Fund 410) with George Reed, Inc., of Modesto, California, for City Project No. 19-33 "Dried Solids Storage Area"
- G. 1. Motion: Approving Amendment No. 1 to an Agreement with CrimeTek Security Services of Turlock, California, for unarmed, private security services at Roger K. Fall



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- Transit Center, amending the scope of work and compensation to include private security services at City Hall
2. Resolution: Appropriating \$46,062 to account number 110-10-112-43005\_000 "Alarm Monitoring" to be funded by \$35,247 from General Fund unallocated reserves and \$10,815 from Non-General Fund unallocated reserves as delineated in the Resolution, for unarmed, private security services at City Hall
3. Resolution: Approving a budget transfer of \$10,000 from Fund 426, with the transfer of \$10,000 from account number 426-40-415-238.47450 "Contingencies (Operations)" to account number 426-40-415-238.43170 "Security", to pay for the specified services at the Roger K. Fall Transit Center for the remainder of the fiscal year
- H. Resolution: Approving the purchase of one (1) Caterpillar Model 420F2 Backhoe Loader Stock Number M2116 for the Parks, Recreation and Public Facilities Department from Holt of California, through the Sourcewell Contract No. 032515-CAT, in an amount not to exceed \$134,394.77 from account numbers 506-00-000-221.51020 (Parks, Recreation & Public Facilities), 506-00-000-231.48001\_215 (Streets), 506-00-000-232.48001\_215 (Storm), and 506-00-000-234.48001\_215 (Landscape Assessments), and declaring the replaced equipment surplus
- I. Resolution: Approving the purchase of one (1) PB Loader Model BC-3SM PB Slip-In Patcher including Emulsion Spray Unit for the Parks, Recreation and Public Facilities Department from Municipal Maintenance Equipment, Inc., through the Sourcewell Contract No. 052417-PBL, in an amount not to exceed \$77,273.56 from account numbers 219-40-428.51030 (Hot Mix Trailer) and 219-40-428.51105 (Vehicle)
- J. Resolution: Appropriating \$30,319.64 to account number 228-60-606.38001\_303 "Transfers In To Close HRP Grant (Montana Park)" to be funded from account number 269-60-614-381.48001\_303 "Transfer Out To Close HRP Grant (Montana Park)" to clear the balance in Fund 269
- K. Motion: Approving an Agreement with Express Press of Springfield, Missouri to purchase T-Shirts for Recreation Programs, for a period of twelve months, in an annual amount not to exceed \$40,000 with an option to extend the Agreement for three (3) additional one-year terms, for a total not-to-exceed amount of \$160,000, over the 4-year term of the Agreement, if all renewal periods are exercised
- L. Motion: Approving an Agreement between the City of Turlock and Turlock Unified School District to offer youth basketball programs for the City of Turlock, in an annual amount not to exceed \$9,500 and a total amount not to exceed \$28,500 for a period of thirty-six (36) months
- M. Motion: Approving an Agreement between the City of Turlock and the 38th District Agricultural Association for the purpose of parking and turn around for the participants in the annual Christmas Parade to be held on Friday, December 6, 2019
- N. Resolution: Approving an Amendment No. 1 to the Memorandum of Understanding between the Stanislaus County Office of Education (SCOE), the City of Turlock, and the Turlock Unified School District to offer the After School Education and Safety (ASES) programs and approving a budget adjustment to reflect the increased amount received in Fund 270 "Recreation Grants and Donations" as delineated in Attachment A to the MOU
- O. Resolution: Approving modifications to the Parks, Recreation and Public Facilities Coordinator job description and changing the salary range from 18 to 23, effective November 16, 2019 and appropriating \$5,187 to salary and benefits in 110-61-630 per Exhibit A to the Resolution, to be offset by grant funds in Fund 270
- P. Resolution: Approving the amended Parks, Recreation and Public Facilities Department part-time employee wage scale, effective January 1, 2020 and approving the amended Parks, Recreation and Public Facilities Department part-time employee job descriptions, effective November 12, 2019

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- Q. 1. Motion: Awarding RFP No. 19-039 and approving an Agreement with R3 Consulting Group, Inc. for a Solid Waste Rate and Fee Study, for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in a total amount not to exceed \$42,416 over the four-year term of the Agreement, if all renewal periods are exercised  
 2. Resolution: Appropriating \$42,416 to account number 204-50-505.43320 "Special Services/Projects" from Fund 204 "Solid Waste" unallocated reserves to fund an Agreement with R3 Consulting Group, Inc. for a Solid Waste Rate and Fee Study
  - R. Resolution: Approving the purchase of one (1) Power Rodder with Freightliner, a vehicle used to clear obstructions from sewer mains, from Owen Equipment for the Municipal Services Department, in an amount not to exceed \$419,001, including a 5% contingency, as approved by City Council in the Fiscal Year 2019-20 adopted budget
  - S. Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the 2019 FY Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs in the amount of \$28,365, and appropriating said funds to account number 266-20-255-341.35720 "Revenue" and account number 266-20-255-341.51107\_008 "JAG Expenses 2019-DJ-BX-0533" in Fund 266 "Police Services Grants"
  - T. Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the 2019 Walmart Community Grant Program from Walmart in the amount of \$5,000, and appropriating said funds to account number 266-20-255-356.35720 "Police Explorer Program Revenue" in Fund 266 "Police Services Grants" in support of the City's Police Explorer Program
  - U. Resolution: Accepting donations made to the City of Turlock Police Department from various donors during the first quarter of Fiscal Year 2019-20 in the amount of \$8,130.24 (monetary donations) and \$1,598.86 (non-monetary donations) utilized in support of the City's Animal Services, Blue Santa, Explorers, K9, and National Night Out
  - V. Motion: Approving modifications to the job description for the position of Crime Prevention Specialist, effective November 12, 2019
  - W. Resolution: Re-Appropriating unspent funds from Fiscal Year 2018-2019 in the amount of \$40,000 to account number 301-50-520.51300 "Construction Repairs/Improvements" from Fund 301 "Capital Improvements" unallocated reserves
  - X. Resolution: Approving the Memorandums of Understanding ("MOU") between the City of Turlock and Turlock City Employees Association (hereinafter "TCEA"), Turlock Management Association- Public Safety (hereinafter "TMAPS"), and Unrepresented Employees (hereinafter "Management and Confidential") covering the period of July 1, 2019 through June 30, 2020

7. **FINAL READINGS:** None

8. **PUBLIC HEARINGS:**

- A. Request to amend various sections of the Turlock Municipal Code for general language clean up, updating language related to current functions and services of the Parks, Recreation & Public Facilities Department, and add a new Chapter regarding filming activities within the City (*Van Guilder/Vargas*)

***Recommended Action:***

**Ordinance:** Amending the Turlock Municipal Code Chapter 7-7 regarding Street Trees, Chapter 10-2 regarding Trees and Shrubs, and Chapter 10-3 regarding Recreation for general language clean up and updates related to current functions and services of the Parks, Recreation & Public Facilities Department

**Ordinance:** Amending the Turlock Municipal Code Title 3, Chapter 1, Article 8 regarding Garage Sales related to garage sales permits and for general language clean up and updates related to current functions and services of the Parks, Recreation & Public Facilities Department

**Ordinance:** Amending the Turlock Municipal Code Title 5, Chapter 2 regarding Regulation of Parades and Special Events related to insurance requirements, indemnification, issuance of permits, general language clean up and updates related to current functions and services of the Parks, Recreation & Public Facilities Department and other general updates to the code

**Ordinance:** Amending the Turlock Municipal Code Chapter 10-1, Parks, regarding general language clean up and updates related to current functions and services of the Parks, Recreation & Public Facilities Department, prohibited acts and park hours

**Ordinance:** Amending the Turlock Municipal Code Title 10 Parks and Recreation adding Chapter 10-4 regarding Filming Activities related to film permits and activities in the City

**Ordinance:** Amending the Turlock Municipal Code Title 5, Chapter 20, Section 4 regarding Property Removal for general language clean up and updates related to current functions and services of the City

- B. Request to introduce an Ordinance for first reading amending the Turlock Municipal Code (the "T.M.C.") Title 2, Chapter 7, Section 08, regarding bidding requirements and Section 10, regarding approval of contract amendments by the City Manager (*White*)

***Recommended Action:***

**Ordinance:** Introducing an Ordinance for first reading amending the Turlock Municipal Code (the "T.M.C.") Title 2, Chapter 7, Section 08, regarding bidding requirements and Section 10, regarding approval of contract amendments by the City Manager

**9. ACTION ITEMS:**

- A. Request to affirm the existing City of Turlock flag policy, adopted March 28, 2017 OR amend the City of Turlock flag policy to permit third party flags on a community flagpole OR amend the City of Turlock flag policy to allow the City Council discretion to permit or deny third party flags as City flags and allow these flags to be flown on City-owned flagpoles as a form of government speech (*White*)

***Possible Action:***

**Resolution:** Affirming the existing City of Turlock flag policy, adopted March 28, 2017

**Resolution:** Amending the City of Turlock flag policy to permit third party flags on a community flagpole

**Resolution:** Amending the City of Turlock flag policy to allow the City Council discretion to permit or deny third party flags as City flags and allow these flags to be flown on City-owned flagpoles as a form of government speech

- B. Request to direct staff to conduct community engagement and solicit feedback on how to best address the City's long-term financial stability, including, but not limited to a potential local tax measure on the November 2020 ballot (Cooke)

**Recommended Action:**

**Motion:** Directing staff to conduct community engagement and solicit feedback on how to best address the City's long-term financial stability, including, but not limited to a potential local tax measure on the November 2020 ballot

- C. Request to have a discussion and direct staff to evaluate cost-savings measures to increase fiscal efficiencies through resource sharing efforts with neighboring jurisdictions (Bublak)

**Possible Action:**

**Motion:** Discussion and directing staff to evaluate cost-savings measures to increase fiscal efficiencies through resource sharing efforts with neighboring jurisdictions

**10. CITY MANAGER REPORTS/UPDATES**

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

- A. Administrative Services
  - 1. Community Workshops, November 2019 (Cooke)
  - 2. Home for the Holidays (Pitt)
  - 3. Board, Commission, and Committee Vacancies - Community Development Block Grant Selection Committee (Land)  
(a written staff update is included in the agenda packet)
- B. Development Services Department Update (Bray)  
(a written staff update is included in the agenda packet)
- C. Fire Department
  - 1. Staffing Levels Update (Carlson)
- D. Parks, Recreation and Public Facilities Department Update (Van Guilder)
- E. Police Department
  - 1. Staffing Levels Update (Williams)
  - 2. Holiday Safety Shopping Tips (Williams)

**11. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

Requests for Council items for future consideration will be scheduled in accordance with the City of Turlock Elected and Appointed Officials' Handbook (Resolution No. 2019-094), unless otherwise specified by the Mayor or a majority of the Council.

**12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS**

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

**13. CLOSED SESSION (*continuation of Closed Session if necessary*):** None

**14. REPORTS FROM CLOSED SESSION:** None

**15. ADJOURNMENT**

IN HONOR OF  
LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL DAY  
NOVEMBER 12, 2019

WHEREAS, law enforcement agencies throughout the State depend upon law enforcement records and support personnel to provide them with vital services; and

WHEREAS, law enforcement records and support personnel are crucial to helping law enforcement agencies identify, pursue, capture and process suspected law breakers; and

WHEREAS, these professionals continually use their expertise and experience to assist in tracking felons, maintaining criminal statistics and improving apprehension strategies; and

WHEREAS, it is important to recognize California law enforcement records and support personnel for their valuable contributions to our law enforcement system; and

WHEREAS, our law enforcement records and support personnel serve our citizens daily in countless ways. The work of these professional and dedicated staff members is invaluable in the public safety mission, and each of these dedicated men and women deserves our heartfelt appreciation.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim November 12, 2019, as "**LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL DAY**" in the City of Turlock, and encourage all citizens of the City of Turlock to show and express appreciation for these outstanding individuals.

IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 12<sup>th</sup> day of November, 2019.

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AMY BUBLAK, MAYOR  
City of Turlock, County of Stanislaus,  
State of California

## BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING	}	RESOLUTION NO. 2019-
WEEKLY DEMANDS OF 10/03/19 IN THE	}	
AMOUNT OF \$4,232,855.07;	}	
WEEKLY DEMANDS OF 10/10/19 IN THE	}	
AMOUNT OF \$4,447,866.43;	}	
WEEKLY DEMANDS OF 10/17/19 IN THE	}	
AMOUNT OF \$2,128,199.27	}	
	}	

**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:
10/03/19	\$4,232,855.07
10/10/19	\$4,447,866.43
10/17/19	\$2,128,199.27

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
 NOES:  
 NOT PARTICIPATING:  
 ABSENT:

ATTEST:

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

# Payment Register

From Payment Date: 9/27/2019 - To Payment Date: 10/3/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
122718	10/01/2019	Open			Utility Management Refund	BADALZAVEH, TODIK	\$293.92		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		239089-005	MOVE OUT CREDIT	10/01/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$293.92		
122719	10/01/2019	Open			Utility Management Refund	COPPEDGE, TIM	\$47.72		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Commercial Metered		923400-002	MOVE OUT CREDIT	10/01/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$47.72		
122720	10/01/2019	Open			Utility Management Refund	DAWOOD, RAAD	\$176.23		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		242942-005	MOVE OUT CREDIT	10/01/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$176.23		
122721	10/01/2019	Open			Utility Management Refund	DHILLON, JATINDER	\$177.65		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		166618-004	MOVE OUT CREDIT	10/01/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$177.65		
122722	10/01/2019	Open			Utility Management Refund	HOLTZCLAW, BILL	\$144.89		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		11177-004	MOVE OUT CREDIT	10/01/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$144.89		
122723	10/01/2019	Open			Utility Management Refund	KLEIN, BARBARA	\$124.27		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		159778-005	MOVE OUT CREDIT	10/01/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$124.27		
122724	10/01/2019	Open			Utility Management Refund	MENDES-TODD, ROSEMARIE	\$100.03		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		641677-004	MOVE OUT CREDIT	10/01/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$100.03		
122725	10/01/2019	Open			Utility Management Refund	NEW BRIDGE MANAGEMENT	\$33.62		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		240818-009	MOVE OUT CREDIT	10/01/2019	Refund			

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# Payment Register

From Payment Date: 9/27/2019 - To Payment Date: 10/3/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund								
	420 - WATER				Cash Account				
122726	10/01/2019	Open			420.11000 (Cash)				
						Amount			
						\$33.62			
	Account Type								
	Single Family Res Metered				Utility Management	NEW BRIDGE MANAGEMENT			
	Paying Fund				Refund		\$157.09		
	420 - WATER								
						Transaction Date			
						10/01/2019			
						Transaction Type			
						Refund			
						Amount			
						\$157.09			
122727	10/01/2019	Open			420.11000 (Cash)				
						Amount			
						\$27.46			
	Account Type								
	Single Family Res Metered				Utility Management	SHAMOON, JOSEPH			
	Paying Fund				Refund		\$27.46		
	420 - WATER								
						Transaction Date			
						10/01/2019			
						Transaction Type			
						Refund			
						Amount			
						\$27.46			
122728	10/01/2019	Open			420.11000 (Cash)				
						Amount			
						\$203.91			
	Account Type								
	Single Family Res Metered				Utility Management	SPRUILL, JAYDIAN			
	Paying Fund				Refund		\$203.91		
	420 - WATER								
						Transaction Date			
						10/01/2019			
						Transaction Type			
						Refund			
						Amount			
						\$203.91			
122729	10/01/2019	Open			420.11000 (Cash)				
						Amount			
						\$27.20			
	Account Type								
	Single Family Res Metered				Utility Management	TAMAYO, MARCI			
	Paying Fund				Refund		\$27.20		
	420 - WATER								
						Transaction Date			
						10/01/2019			
						Transaction Type			
						Refund			
						Amount			
						\$27.20			
122730	10/01/2019	Open			420.11000 (Cash)				
						Amount			
						\$212.69			
	Account Type								
	Single Family Res Metered				Utility Management	TERWILLIGER, DANIEL			
	Paying Fund				Refund		\$212.69		
	420 - WATER								
						Transaction Date			
						10/01/2019			
						Transaction Type			
						Refund			
						Amount			
						\$212.69			
122731	10/01/2019	Open			420.11000 (Cash)				
						Amount			
						\$182.11			
	Account Type								
	Single Family Res Metered				Utility Management	YOUNAN, GORGIZ			
	Paying Fund				Refund		\$182.11		
	420 - WATER								
						Transaction Date			
						10/01/2019			
						Transaction Type			
						Refund			
						Amount			
						\$182.11			
122732	10/03/2019	Open			420.11000 (Cash)				
						Amount			
						\$1,200.00			
	Account Type								
	Single Family Res Metered				Accounts Payable	A & A PORTABLES INC			
	Paying Fund						\$1,200.00		
	420 - WATER								
						Transaction Date			
						10/01/2019			
						Transaction Type			
						Refund			
						Amount			
						\$182.11			
122733	10/03/2019	Open			420.11000 (Cash)				
						Amount			
						\$1,200.00			
	Account Type								
	Single Family Res Metered				Accounts Payable	A-PRO PEST CONTROL			
	Paying Fund						\$1,200.00		
	420 - WATER								
						Transaction Date			
						10/03/2019			
						Transaction Type			
						Refund			
						Amount			
						\$150.00			

# Payment Register

From Payment Date: 9/27/2019 - To Payment Date: 10/3/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122734	0681875		10/03/2019		NW WATER STORAGE TANK - AUGUST 2019				\$35.00
	0681811		10/03/2019		WATER RESOURCES - AUGUST 2019				\$30.00
	0681874		10/03/2019		DRAIN PUMP STATION - AUGUST 2019				\$35.00
	0681845		10/03/2019		ANNEX BUILDING - AUGUST 2019				\$30.00
	0681846		10/03/2019		ELECTRICAL MAINT - AUGUST 2019				\$30.00
	0681778		10/03/2019		WQC - AUGUST 2019				\$50.00
	0681847		10/03/2019		UTILITIES DIVISION - AUGUST 2019				\$30.00
	0681848		10/03/2019		FLEET SERVICE - AUGUST 2019				\$30.00
	0681849		10/03/2019		FLEET CNG BLDG - AUGUST 2019				\$30.00
	0681850		10/03/2019		SHIPPING & RECEIVING - AUGUST 2019				\$40.00
	0681851		10/03/2019		CDS TRANSIT CENTER - AUGUST 2019				\$30.00
	0681854		10/03/2019		PD & FIRE TRAINING - AUGUST 2019				\$45.00
	0681855		10/03/2019		PD MODULAR BLDG - AUGUST 2019				\$30.00
	0681813		10/03/2019		PSF - AUGUST 2019				\$75.00
122735	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$150.00
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$215.00
	420 - WATER				420.11000 (Cash)				\$65.00
	425 - Transit - Dial-A-Ride				425.11000 (Cash)				\$30.00
	426 - Transit - Fixed Route				426.11000 (Cash)				\$150.00
	505 - Fleet				505.11000 (Cash)				\$60.00
	10/03/2019	Open			Accounts Payable	A-Z BUS SALES INC	\$182.28		
	Invoice				Description				Amount
	02P465130		09/27/2019		TRA15-1038PP				\$43.83
	02P465073		09/27/2019		TRA15-1038PP				\$138.45
	Paying Fund				Cash Account				Amount
	425 - Transit - Dial-A-Ride				425.11000 (Cash)				\$43.83
	426 - Transit - Fixed Route				426.11000 (Cash)				\$138.45
122736	10/03/2019	Open			Accounts Payable	AGEE CONSTRUCTION CORPORATION	\$564,103.93		
	Invoice				Description				Amount
	PP4/CP0828		09/27/2019		0828 AGE SR99/FULKERTH INTERCHANGE - AUGUST 2019				\$564,103.93
	Paying Fund				Cash Account				Amount
	305 - Capital Facility Fees				305.11000 (Cash)				\$564,103.93
	10/03/2019	Open			Accounts Payable	All Valley Spray Service	\$8,966.75		
	Invoice				Description				Amount
	001		06/30/2019		Weed Control Services MAY 15TH TO JUNE				\$1,280.75
	002		06/30/2019		WEED CONTROL SERVICES 6/1/19-6/29/19				\$2,562.00
	003		09/24/2019		WEED CONTROL SERVICES 7/1/19-7/31/19				\$2,562.00
	004		09/24/2019		WEED CONTROL SERVICES 8/1/19-8/31/19				\$2,562.00
	Paying Fund				Cash Account				Amount
	217 - Streets - Gas Tax				217.11000 (Cash)				\$673.75
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$7,527.37
	420 - WATER				420.11000 (Cash)				\$765.63
122737	10/03/2019	Open			Accounts Payable	AMERICAN MESSAGING	\$11.31		
	Invoice				Description				Amount
	R1061851TJ		10/02/2019		Acct #R1-061851 - Police Department				\$11.31
	Paying Fund				Cash Account				Amount

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122738	110 - General Fund	Open		110.11000 (Cash)					
	10/03/2019	Open		110.11000 (Cash)	Accounts Payable	AMERICAN MESSAGING			
	Invoice								
	R1061876TJ		10/02/2019		Acct #R1-061876 - Fire Department				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	10/03/2019	Open			Accounts Payable	AT&T / CALNET 3	\$6,245.36		
	Invoice								
	000013622173		10/02/2019		BAN #9391034842 / PSF Phones 2096323265				
					(8/13/19 - 9/12/19)				
	000013622319		10/02/2019		BAN #9391034901 (T1 LINE - 4-way split)				
	MULTI-10-3-19		10/02/2019		Multiple COT Accounts paid on 10/3/19 (Aug-Sept 2019)				
	000013622177		10/02/2019		BAN #9391034847 / City-wide system 2096682612957				
					(8/13/19-9/12/19)				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	205 - Sports Facilities				205.11000 (Cash)				
	217 - Streets - Gas Tax				217.11000 (Cash)				
	246 - Landscape Assessment				246.11000 (Cash)				
	255 - CDBG				255.11000 (Cash)				
	405 - Building				405.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	420 - WATER				420.11000 (Cash)				
	426 - Transit - Fixed Route				426.11000 (Cash)				
	501 - Information Technology				501.11000 (Cash)				
	502 - Engineering				502.11000 (Cash)				
	505 - Fleet				505.11000 (Cash)				
122740	10/03/2019	Open			Accounts Payable	CAROLLO ENGINEERS	\$35,488.49		
	Invoice								
	0179537		09/27/2019		17-22C Engineering Services for NVRWP - July 2019				
	Paying Fund				Cash Account				
	416 - Recycled Water Sales				416.11000 (Cash)				
122741	10/03/2019	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$1,525.16		
	Invoice								
	61884		06/30/2019		Preventative Maint. & Filter Change-out - Jun 2019				
	62315		10/03/2019		ANIMAL CONTROL - A/C NOT COOLING THE BLDG				
	61962		10/03/2019		DAR - NO A/C AT DIAL-A-RIDE PORTABLE				
	61968		10/03/2019		PD - A/C IS NOT TURNING ON - RTU #1				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	425 - Transit - Dial-A-Ride				425.11000 (Cash)				
	501 - Information Technology				501.11000 (Cash)				
122742	10/03/2019	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$339.96		
	Invoice								
	0695883092619		10/02/2019		8203 13 001 0695883 / 901 S Walnut Rd (WQC)				
	0071896092319		10/02/2019		8203 13 005 0071896 / IT Internet				
	0763228092519		10/02/2019		8203 13 001 0763228 / IT Internet				

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	0465535092219		10/02/2019	8203 13 001 0465535 / Admin Internet					
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$84.98		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$84.98		
	420 - WATER			420.11000 (Cash)			\$47.49		
	501 - Information Technology			501.11000 (Cash)			\$47.49		
							\$160.00		
122743	10/03/2019	Open			Accounts Payable	CHURCHWELL WHITE LLC	\$81,354.73		
	Invoice			Description					
	34700-34716		06/30/2019	LEGAL SERVICES - APRIL 2019					
	33957 APPLY RTNR		06/30/2019	APPLY RETAINER FOR APRIL 2019			\$52,295.00		
	35105-35124		06/30/2019	LEGAL SERVICES - MAY 2019			(\$30,000.00)		
	34386 APPLY RTNR		06/30/2019	APPLY RETAINER FOR MAY 2019			\$63,976.98		
	35447-35470		06/30/2019	LEGAL SERVICES - JUNE 2019			(\$30,000.00)		
	34726 APPLY RTNR		06/30/2019	APPLY RETAINER FOR JUNE 2019			\$55,082.75		
	Paying Fund			Cash Account			(\$30,000.00)		
	110 - General Fund			110.11000 (Cash)			\$59,960.13		
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			\$4,265.20		
	246 - Landscape Assessment			246.11000 (Cash)			\$2,782.40		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,145.00		
	413 - WQC-Capital Expansion Reserve			413.11000 (Cash)			\$97.50		
	416 - Recycled Water Sales			416.11000 (Cash)			\$604.50		
	420 - WATER			420.11000 (Cash)			\$10,400.00		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$1,100.00		
122744	10/03/2019	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$640.32		
	Invoice			Description					
	4006036683		09/30/2019	SEPTEMBER 2019 PREMIUMS			\$640.32		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$640.32		
122745	10/03/2019	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$442.03		
	Invoice			Description					
	130007066-1		09/23/2019	POLICE-SERVICE CALL, PROGRAM (3) MOBILE			\$161.00		
			09/27/2019	RADIOS					
	134000145-1		09/27/2019	Reprogrammed radios for Transit units 1062, 1065, 1064, & 1063			\$281.03		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$161.00		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$281.03		
122746	10/03/2019	Open			Accounts Payable	DOWNTOWN FORD SALES INC	\$73,666.91		
	Invoice			Description					
	312743		09/27/2019	F550 4X2 REGULAR CAB/CHASSIS			\$73,666.91		
	Paying Fund			Cash Account					
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$73,666.91		
122747	10/03/2019	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$141.51		
	Invoice			Description					
	S4764600.001		09/24/2019	WQC SUPPLIES MATERIALS, SHOP GLOVES, CONNECTORS			\$141.51		
	Paying Fund			Cash Account					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$141.51		

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122748	10/03/2019	Open			Accounts Payable	EDWARDS, TROY J	\$1,843.20		
	Invoice			Description			Amount		
	August 2019		09/24/2019	August 2019 class invoice			\$1,843.20		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,843.20		
122749	10/03/2019	Open			Accounts Payable	EQUIFAX	\$48.30		
	Invoice			Description			Amount		
	5532588		09/23/2019	CREDIT CHECK SERVICES			\$48.30		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$48.30		
122750	10/03/2019	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
	Invoice			Description			Amount		
	09302019FARIA		09/30/2019	9-30-19 PAYROLL ATTACHMENT			\$142.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$142.00		
122751	10/03/2019	Open			Accounts Payable	FASTENAL COMPANY INC	\$168.81		
	Invoice			Description			Amount		
	CATUR157457		09/24/2019	SUPPLIES FOR SHOP WQC			\$41.76		
	CATUR157465		09/24/2019	GAS BOOSTER PILOT VALVES VENTS			\$12.30		
	CATUR157623		09/24/2019	FIVE 28" SAFETY CONES FOR TRUCK #669			\$114.75		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$168.81		
122752	10/03/2019	Open			Accounts Payable	FEDERAL EXPRESS	\$991.09		
	Invoice			Description			Amount		
	6-743-90706		10/02/2019	SHIPPING CHARGES 9/20/19 STATEMENT			\$991.09		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$222.13		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$192.64		
	420 - WATER			420.11000 (Cash)			\$576.32		
122753	10/03/2019	Open			Accounts Payable	GCR TIRES & SERVICE	\$169.18		
	Invoice			Description			Amount		
	858-36262		09/27/2019	ST86-707			\$169.18		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$169.18		
122754	10/03/2019	Open			Accounts Payable	GDR ENGINEERING INC	\$6,480.00		
	Invoice			Description			Amount		
	26048		09/27/2019	SR01, 17-30 W. Main Corridor Rehab - July 2019			\$6,480.00		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			\$6,480.00		
122755	10/03/2019	Open			Accounts Payable	GENFARE	\$2,113.85		
	Invoice			Description			Amount		
	90153854		09/30/2019	E-keys and Cleaning Cards			\$2,003.16		
	90154234		09/30/2019	E-keys and Cleaning Cards			\$110.69		
	Paying Fund			Cash Account			Amount		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$2,113.85		

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122756	10/03/2019	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$7,245.50		
	Invoice								
	F911707		09/24/2019		DRINKING WATER WELL ANALYSIS				
	F911014		09/24/2019		INDUSTRY SAMPLES		\$30.00		
	F910317		09/24/2019		WASTEWATER MONTHLY		\$441.00		
	F9H2709		09/24/2019		ALGAE		\$602.25		
	F911008		09/24/2019		ALGAE		\$2,370.00		
	F911004		09/24/2019		DRINKING WATER WELL ANALYSIS		\$2,370.00		
	Paying Fund				Cash Account		\$1,432.25		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,783.25		
	420 - WATER				420.11000 (Cash)		\$1,462.25		
122757	10/03/2019	Open			Accounts Payable	GHD INC	\$345.00		
	Invoice								
	125328		09/27/2019		0828- SR-99/Fulkerth Rd Interchange - thru 7/31/19				
	Paying Fund				Cash Account		\$345.00		
	305 - Capital Facility Fees				305.11000 (Cash)		\$345.00		
122758	10/03/2019	Open			Accounts Payable	GILLIG LLC	\$2,394,626.88		
	Invoice								
	66317		09/27/2019		35-foot Gillig CNG Low Floor Buses -BUS NO. 1062		\$598,566.02		
	66318		09/27/2019		35-foot Gillig CNG Low Floor Buses -BUS NO. 1063		\$598,566.02		
	66319		09/27/2019		35-foot Gillig CNG Low Floor Buses -BUS NO. 1064		\$598,566.02		
	66320		09/27/2019		35-foot Gillig CNG Low Floor Buses -BUS NO. 1065		\$598,566.02		
	40587943		06/30/2019		TRA18-158P		\$23.68		
	40590083		06/30/2019		TRA18-1058P		\$89.56		
	40590951		06/30/2019		TRA18-1058P		\$89.56		
	40595998		06/30/2019		TRA18-1058P		\$160.00		
	Paying Fund				Cash Account		\$160.00		
	426 - Transit - Fixed Route				426.11000 (Cash)		\$2,394,626.88		
122759	10/03/2019	Open			Accounts Payable	GRANITE CONSTRUCTION COMPANY	\$13,756.00		
	Invoice								
	PP7/CP1425		09/27/2019		CP 14-25 E Monte Vista Ave Rehabilitation 7/1/19-9/10/19				
	Paying Fund				Cash Account		\$13,756.00		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$13,756.00		
122760	10/03/2019	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD	\$2,401.40		
	Invoice								
	012922		09/24/2019		DIFFERENTIAL PH SENSOR DIGITAL				
	Paying Fund				Cash Account		\$2,401.40		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,401.40		
122761	10/03/2019	Open			Accounts Payable	HILMAR LUMBER INC	\$2,758.83		
	Invoice								
	371144		09/24/2019		WASHDOWN PUMP FOR THE GBT		\$2,145.30		
	369878		09/24/2019		CHECK VALVE FOR STORM 16		\$68.95		
	371468		09/24/2019		FLOTATOR #3, 2" VALVE		\$47.40		
	371530		09/24/2019		SUPPLIES		\$142.48		
	371973		09/24/2019		LOCKS FOR SL CABINETS		\$258.17		

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	372935		09/24/2019		BRASS FITTINGS FOR SAMPLE PORT ON #2				
					WATER				\$96.53
					Cash Account				Amount
					246 - 11000 (Cash)				\$258.17
					410 - 11000 (Cash)				\$2,500.66
122762	10/03/2019	Open			Accounts Payable	HILMAR READY MIX	\$542.09		
					Description				Amount
	9605		09/27/2019		2920 RADFORD				\$70.12
	9613		09/27/2019		Porta Mix Concrete				\$53.94
	9639		09/27/2019		ROSEWOOD & LANDER				\$70.12
	9722		09/27/2019		550 BELL				\$70.12
	9735		09/27/2019		RP AT GOLDEN STATE				\$45.85
	9630		09/27/2019		2820 BREVARD				\$70.12
	9627		09/27/2019		SAMPLE STATION				\$45.85
	9666		09/27/2019		CEDAR RIDGER				\$45.85
	9684		09/27/2019		1240 VALLEY VIEW				\$70.12
					Cash Account				Amount
					410 - 11000 (Cash)				\$210.36
					420 - 11000 (Cash)				\$331.73
122763	10/03/2019	Open			Accounts Payable	HUB INT'L OF CA INS SVC	\$196.22		
					Description				Amount
					LIABILITY INSURANCE FOR FACILITIES				\$196.22
					Cash Account				Amount
					110 - 11000 (Cash)				\$196.22
122764	10/03/2019	Open			Accounts Payable	IBM CORPORATION	\$999.10		
					Description				Amount
	Q2363NL		10/02/2019		Police Server Lease				\$999.10
					Cash Account				Amount
					110 - 11000 (Cash)				\$999.10
122765	10/03/2019	Open			Accounts Payable	JOHNSON CONTROLS INC	\$8,437.00		
					Description				Amount
	1-88905195809		09/23/2019		P.S.F. SERVICE AGREEMENT 8-11-19 TO 8-10-20				\$8,437.00
					Cash Account				Amount
					110 - 11000 (Cash)				\$8,437.00
122766	10/03/2019	Open			Accounts Payable	LEHIGH HANSON INC	\$837.55		
					Description				Amount
	2050911		09/25/2019		APHALT FOR STREETS & PAVERS				\$75.15
	2050448		09/25/2019		ASPHALT FOR STREETS & PAVERS				\$123.18
	2049978		09/25/2019		ASPHALT FOR STREETS				\$120.55
	2049486		09/25/2019		ASPHALT FOR STREETS & PAVERS				\$137.66
	2052876		09/25/2019		ASPHALT FOR STREETS				\$90.28
	2051901		09/25/2019		ASPHALT FOR STREETS				\$119.38
	2052363		09/25/2019		ASPHALT FOR STREETS				\$104.10
	2053367		09/30/2019		ASPHALT FOR STREETS				\$67.25
					Cash Account				Amount
					217 - 11000 (Cash)				\$657.55
					410 - 11000 (Cash)				\$180.00

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122767	10/03/2019	Open			Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	\$300.00		
	Invoice			Date	Description	Amount			
	1530196-20190731		09/27/2019		SKIP TRACING PROGRAM - JULY 2019	\$150.00			
	1530196-20190831		09/27/2019		SKIP TRACING PROGRAM - AUG 2019	\$150.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$300.00			
122768	10/03/2019	Open			Accounts Payable	LINCOLN EQUIPMENT INC	\$1,717.91		
	Invoice			Date	Description	Amount			
	Q1021087		09/30/2019		POOL SUPPLIES	\$1,717.91			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$1,717.91			
122769	10/03/2019	Open			Accounts Payable	LOWE'S INC	\$349.51		
	Invoice			Date	Description	Amount			
	1371073-9/17/19		10/02/2019		City of Turlock - Lowe's Purchases (9/17/19 Statement)	\$349.51			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$119.61			
	420 - WATER				420.11000 (Cash)	\$229.90			
122770	10/03/2019	Open			Accounts Payable	Machado & Sons Construction, Inc.	\$101,371.74		
	Invoice			Date	Description	Amount			
	PP3/CP1835		09/27/2019		18-35 Corp Yard Transit Parking Extension - Sept 2019	\$17,627.25			
	PP2/CP1835		09/27/2019		18-35 Corp Yard Transit Parking Extension - Aug 2019	\$83,744.49			
	Paying Fund				Cash Account	Amount			
	426 - Transit - Fixed Route				426.11000 (Cash)	\$101,371.74			
122771	10/03/2019	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$335.25		
	Invoice			Date	Description	Amount			
	59182		09/23/2019		POLICE-TROUBLESHOOT SIGNATURE PAD IN PROFESSIONAL STANDARDS	\$335.25			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$335.25			
122772	10/03/2019	Open			Accounts Payable	MODESTO POLICE DEPARTMENT	\$200.00		
	Invoice			Date	Description	Amount			
	Basic TC 2019		09/27/2019		Basic TC 11/18/19-11/22/19	\$200.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$200.00			
122773	10/03/2019	Open			Accounts Payable	MUNICIPAL FINANCIAL SERVICES	\$4,800.00		
	Invoice			Date	Description	Amount			
	201902-02		09/24/2019		Water Fund Cash Flow Evaluation	\$4,800.00			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420.11000 (Cash)	\$4,800.00			
122774	10/03/2019	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$655.13		
	Invoice			Date	Description	Amount			
	8577-310814		09/27/2019		TRA15-1038P	\$8.88			
	8577-310682		09/27/2019		AD09-0446	\$3.72			
	8577-311546		09/27/2019		PAINTED ROTOR	\$384.15			
	8577-311107		09/27/2019		POL16-1302	\$3.78			



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122775	8577-311437		09/27/2019	WT03-576					
	8577-311443		09/27/2019	TRA15-1050PP				\$43.31	
	8577-311361		09/27/2019	NOTE 1045P				\$4.53	
	8577-311668		09/27/2019	BRAKE PAD				\$45.28	
	8577-311615		09/27/2019	WT06-582				(\$42.76)	
	8577-311709		09/27/2019	WT03-576				\$79.60	
	8577-311451		09/27/2019	transmission drain funnel				\$103.01	
	Paying Fund			Cash Account				\$21.63	
	110 - General Fund			110.11000 (Cash)				Amount	
	246 - Landscape Assessment			246.11000 (Cash)				\$345.17	
122776	420 - WATER			420.11000 (Cash)				\$3.72	
	426 - Transit - Fixed Route			426.11000 (Cash)				\$225.92	
	10/03/2019	Open			Accounts Payable	NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER	\$5,108.60		
	Invoice			Date	Description			Amount	
	2019jul-f65		09/24/2019	July/August Class				\$5,108.60	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$5,108.60	
	10/03/2019	Open			Accounts Payable	NV5 INC.	\$36,118.42		
	Invoice			Date	Description			Amount	
	134791		09/27/2019	0828 NV5 SR99/Fulkerth Interchange - July 2019				\$36,118.42	
122777	Paying Fund			Cash Account				Amount	
	305 - Capital Facility Fees			305.11000 (Cash)				\$36,118.42	
	10/03/2019	Open			Accounts Payable	OREILLY AUTO PARTS	\$252.06		
	Invoice			Date	Description			Amount	
	2800-299487		09/27/2019	1058P				(\$77.65)	
	2800-299483		09/27/2019	TRA18-1058P				\$77.65	
	2800-299488		09/27/2019	TRA18-1058P				\$28.10	
	2800-299486		09/27/2019	TRA18-1058P				\$28.10	
	2800-299827		09/27/2019	POL16-1302				\$10.77	
	2800-300722		09/27/2019	WT03-576				\$185.09	
122778	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$10.77	
	420 - WATER			420.11000 (Cash)				\$185.09	
	426 - Transit - Fixed Route			426.11000 (Cash)				\$56.20	
	10/03/2019	Open			Accounts Payable	OWEN EQUIPMENT SALES	\$1,365.36		
	Invoice			Date	Description			Amount	
	00046770		09/27/2019	CL91-802				\$1,365.36	
	Paying Fund			Cash Account				Amount	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$1,365.36	
	10/03/2019	Open			Accounts Payable	P G & E	\$28.62		
122779	Invoice			Date	Description			Amount	
	Rec-9/26/19		10/02/2019	2749172768-4 / 144 S Broadway				\$7.84	
	Fire#4-9/15/19		10/02/2019	7556584382-0 / 2820 N Walnut-Fire #4				\$20.78	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$28.62	
	10/03/2019	Open			Accounts Payable	P G & E	\$28.62		
	Invoice			Date	Description			Amount	
	Rec-9/26/19		10/02/2019	2749172768-4 / 144 S Broadway				\$7.84	
	Fire#4-9/15/19		10/02/2019	7556584382-0 / 2820 N Walnut-Fire #4				\$20.78	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$28.62	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122780	10/03/2019 Invoice	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$1,677.46		
	055590619		09/27/2019		Description	BACKFLOW FOR HYDRANT METERS	Amount		
	055516988-3		09/27/2019		Cash Account	COMP VALVE	\$900.76		
	Paying Fund				420.11000 (Cash)		\$776.70		
	420 - WATER						Amount		
							\$1,677.46		
122781	10/03/2019	Open			Accounts Payable	PAXIN PACIFIC EXCAVATION INC, TIM	\$67,405.73		
	Invoice				Description	16-59 Inter Imp at W. Main St and West Ave 7/1/19- 9/20/19	Amount		
	PP2/CP16-59		09/27/2019		Cash Account		\$67,405.73		
	Paying Fund				215 - Streets - Grant Funded Projects		Amount		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$67,405.73		
122782	10/03/2019	Open			Accounts Payable	Platt Electric Supply	\$491.89		
	Invoice				Description	STORM #13 PARTS	Amount		
	X039704		09/24/2019		TOOLS FOR TRUCK #679		\$195.74		
	X070485		09/24/2019		WIRE CUTTER FOR TRUCK #668		\$206.94		
	X078718		09/24/2019		Cash Account		\$89.21		
	Paying Fund				410 - WATER QUALITY CONTROL (WQC)		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$491.89		
122783	10/03/2019	Open			Accounts Payable	PRESORT CTR STOCKTON INC	\$9,801.21		
	Invoice				Description	UTILITY STATEMENT AUG 2019 & UT DELINQ NOTICE JUL 2019	Amount		
	101472		09/24/2019		Cash Account		\$9,801.21		
	Paying Fund				110 - General Fund		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,267.07		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,267.07		
	420 - WATER				420.11000 (Cash)		\$3,267.07		
122784	10/03/2019	Open			Accounts Payable	REED INC, GEORGE	\$124.28		
	Invoice				Description	ASPHALT FOR STREETS	Amount		
	100190168		09/25/2019		Cash Account		\$124.28		
	Paying Fund				217 - Streets - Gas Tax		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$124.28		
122785	10/03/2019	Open			Accounts Payable	ROBIC REFRIGERATION INC	\$259.00		
	Invoice				Description	ANIMAL CONTROL WALK-IN FREEZER SERVICE CALL	Amount		
	11065		09/23/2019		Cash Account		\$259.00		
	Paying Fund				110 - General Fund		Amount		
	110 - General Fund				110.11000 (Cash)		\$259.00		
122786	10/03/2019	Open			Accounts Payable	ROMEIO MEDICAL CLINIC	\$6,717.00		
	Invoice				Description	DMV Physical Exam	Amount		
	80856-5.21.19		06/30/2019		Work Wellness UDS		\$99.00		
	118631-5.06.19		06/30/2019		PPD Skin Test		\$47.00		
	118631-5.21.19		06/30/2019		DMV Physical Exam		\$25.00		
	85837-5.23.19		06/30/2019		DMV Physical Exam		\$99.00		
	41748-5.22.19		06/30/2019		Work Wellness UDS		\$99.00		
	118545-5.01.19		06/30/2019		Work Wellness UDS		\$47.00		
	118606-5.03.19		06/30/2019		Work Wellness UDS		\$47.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	7737-5.22.19		06/30/2019		DMV Physical Exam		\$99.00		
	58818-5.09.19		06/30/2019		Work Wellness UDS		\$47.00		
	118544-5.01.19		06/30/2019		Work Wellness UDS		\$47.00		
	118544-5.22.19		06/30/2019		PPD Skin Test		\$25.00		
	105003-5.08.19		06/30/2019		Work Wellness UDS		\$47.00		
	105003-5.31.19		06/30/2019		PPD Skin Test		\$25.00		
	118604-5.03.19		06/30/2019		Work Wellness UDS		\$47.00		
	118485-5.28.19		06/30/2019		PPD Skin Test		\$25.00		
	93948-5.16.19		06/30/2019		Work Wellness UDS		\$47.00		
	93948-5.29.19		06/30/2019		PPD Skin Test		\$25.00		
	82849-5.20.19		06/30/2019		Work Wellness UDS		\$47.00		
	108874-5.10.19		06/30/2019		Work Wellness UDS		\$25.00		
	108874-5.31.19		06/30/2019		PPD Skin Test		\$47.00		
	118605-5.03.19		06/30/2019		Work Wellness UDS		\$25.00		
	114801-5.06.19		06/30/2019		Work Wellness UDS		\$47.00		
	114801-5.31.19		06/30/2019		PPD Skin Test		\$25.00		
	119038-5.17.19		06/30/2019		Work Wellness UDS		\$47.00		
	86394-5.09.19		06/30/2019		Work Wellness UDS		\$25.00		
	86394-5.20.19		06/30/2019		PPD Skin Test		\$47.00		
	118432-5.17.19		06/30/2019		Work Wellness UDS		\$25.00		
	118556-5.02.19		06/30/2019		Work Wellness UDS		\$47.00		
	118556-5.29.19		06/30/2019		PPD Skin Test		\$25.00		
	79201-5.10.19		06/30/2019		DMV Physical Exam		\$99.00		
	6729-5.03.19		06/30/2019		DMV Physical Exam		\$99.00		
	2474-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	38824-5.21.19		06/30/2019		TB Questionnaire		\$25.00		
	44834-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	73018-5.21.19		06/30/2019		TB Questionnaire		\$25.00		
	2440-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	3116-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	33086-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	7663-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	15641-5.22.19		06/30/2019		PPD Skin Test		\$25.00		
	87644-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	5880-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	74486-5.21.19		06/30/2019		TB Questionnaire		\$25.00		
	2881-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	10588-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	106717-5.21.19		06/30/2019		TB Questionnaire		\$25.00		
	80420-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	74446-5.21.19		06/30/2019		TB Questionnaire		\$25.00		
	2653-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	75140-5.21.19		06/30/2019		TB Questionnaire		\$25.00		
	5834-5.21.19		06/30/2019		TB Questionnaire		\$25.00		
	15570-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	72675-5.21.19		06/30/2019		TB Questionnaire		\$25.00		
	22701-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	5878-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	2439-5.21.19		06/30/2019		PPD Skin Test		\$25.00		
	11357-5.21.19		06/30/2019		PPD Skin Test		\$25.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2290-5.21.19	2290-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
33307-5.21.19	33307-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
4868-5.21.19	4868-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
79916-5.21.19	79916-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
5722-5.21.19	5722-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
2860-5.21.19	2860-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
14129-5.21.19	14129-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
6173-5.21.19	6173-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
2348-5.21.19	2348-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
2604-5.21.19	2604-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
79497-5.21.19	79497-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
96368-5.21.19	96368-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
8388-5.21.19	8388-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
2308-5.21.19	2308-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
24400-5.21.19	24400-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
18492-5.21.19	18492-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
90304-5.21.19	90304-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
119546-5.21.19	119546-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
19187-5.21.19	19187-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
6250-5.21.19	6250-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
2969-5.21.19	2969-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
2959-5.21.19	2959-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
18649-5.21.19	18649-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
65970-5.21.19	65970-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
2423-5.21.19	2423-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
74235-5.21.19	74235-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
2946-5.21.19	2946-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
10171-5.21.19	10171-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
33344-5.21.19	33344-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
33976-5.21.19	33976-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
75959-5.21.19	75959-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
119115-5.21.19	119115-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
119118-5.21.19	119118-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
38624-5.21.19	38624-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
2853-5.21.19	2853-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
2442-5.21.19	2442-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
119131-5.21.19	119131-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
2854-5.21.19	2854-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
33384-5.21.19	33384-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
33310-5.21.19	33310-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
2441-5.21.19	2441-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
44835-5.21.19	44835-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
2845-5.21.19	2845-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
62682-5.21.19	62682-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
28251-5.21.19	28251-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
2309-5.21.19	2309-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
79915-5.21.19	79915-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
82970-5.21.19	82970-5.21.19		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
36288-5.21.19	36288-5.21.19		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
119883-6.17.19	119883-6.17.19		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		

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573-6.06.19	06/30/2019		06/30/2019	06/30/2019	DMV Physical Exam		\$99.00		
82711-6.19.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
46856-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
76417-6.17.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
34897-6.12.19	06/30/2019		06/30/2019	06/30/2019	DMV Physical Exam		\$99.00		
96342-6.17.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
119922-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
91287-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
85198-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
42254-6.11.19	06/30/2019		06/30/2019	06/30/2019	Custom Physical		\$183.00		
119889-6.17.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
119920-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
15531-6.12.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
119901-6.19.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$179.00		
64569-6.12.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
37015-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
119890-6.17.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
119891-6.17.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
119912-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
92187-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
6264-6.10.19	06/30/2019		06/30/2019	06/30/2019	DMV Physical Exam		\$99.00		
119939-6.19.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
119919-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
118605-6.12.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$60.00		
59239-6.18.19	06/30/2019		06/30/2019	06/30/2019	MRO Drug		\$47.00		
119943-6.19.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
71630-6.17.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
105112-6.03.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$179.00		
119886-6.11.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
83026-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$99.00		
23446-6.14.19	06/30/2019		06/30/2019	06/30/2019	DMV Physical Exam		\$47.00		
119958-6.19.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$99.00		
73820-6.18.19	06/30/2019		06/30/2019	06/30/2019	DMV Physical Exam		\$47.00		
26948-6.18.19	06/30/2019		06/30/2019	06/30/2019	Work Wellness UDS		\$47.00		
1657-6.04.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
54548-6.18.19	06/30/2019		06/30/2019	06/30/2019	TB Questionnaire		\$25.00		
103768-6.18.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
106057-6.25.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
8709-6.05.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
43171-6.18.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
34635-6.18.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
59001-6.18.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
73781-6.04.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
5415-6.04.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
47414-6.04.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
94160-6.18.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
87427-6.18.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
119536-6.04.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
24198-6.18.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		
2855-6.25.19	06/30/2019		06/30/2019	06/30/2019	PPD Skin Test		\$25.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	119755-6.07.19		06/30/2019		TB Questionnaire				
	60063-6.25.19		06/30/2019		PPD Skin Test		\$25.00		
	14602-6.21.19		06/30/2019		TB Questionnaire		\$25.00		
	2483-6.17.19		06/30/2019		TB Questionnaire		\$25.00		
	2671-6.04.19		06/30/2019		PPD Skin Test		\$25.00		
	23636-6.25.19		06/30/2019		TB Questionnaire		\$25.00		
	92601-6.18.19		06/30/2019		PPD Skin Test		\$25.00		
	103376-6.04.19		06/30/2019		PPD Skin Test		\$25.00		
	9399-6.18.19		06/30/2019		PPD Skin Test		\$25.00		
	95089-6.18.19		06/30/2019		PPD Skin Test		\$25.00		
	79696-6.04.19		06/30/2019		PPD Skin Test		\$25.00		
	89684-6.04.19		06/30/2019		PPD Skin Test		\$25.00		
	12565-6.24.19		06/30/2019		PPD Skin Test		\$25.00		
	9907.6.18.19		06/30/2019		PPD Skin Test		\$25.00		
	2334-6.18.19		06/30/2019		PPD Skin Test		\$25.00		
	41104-6.04.19		06/30/2019		PPD Skin Test		\$25.00		
	119115-6.13.19		06/30/2019		TB Questionnaire		\$25.00		
	119118-6.04.19		06/30/2019		TB Questionnaire		\$25.00		
	2839-6.11.19		06/30/2019		TB Questionnaire		\$25.00		
	2654-6.24.19		06/30/2019		TB Questionnaire		\$25.00		
	7222-6.04.19		06/30/2019		PPD Skin Test		\$25.00		
	7222-6.10.19		06/30/2019		PPD Skin Test		\$25.00		
	18551-6.04.19		06/30/2019		PPD Skin Test		\$25.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$5,442.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$198.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$780.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$99.00		
	420 - WATER				420.11000 (Cash)		\$198.00		
122787	10/03/2019	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$90.43		
	Invoice				Description		Amount		
	5050354-1		06/30/2019		CREDIT ERROR		\$90.43		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$90.43		
122788	10/03/2019	Open			Accounts Payable	SAN DIEGO POLICE EQUIP	\$1,566.35		
	Invoice				Description		Amount		
	639066		09/23/2019		(10) FED-LE127RS-C 12GA 10Z HYDRA-SHOK SLUG 250/CS TACTICAL		\$1,566.35		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,566.35		
122789	10/03/2019	Open			Accounts Payable	SHORE CHEMICAL COMPANY	\$485.19		
	Invoice				Description		Amount		
	55172		09/27/2019		SODIUM HYPOCHLORITE 12 1/2%		\$211.73		
	55174		09/27/2019		SODIUM HYPOCHLORITE 12 1/2%		\$211.73		
	CM55201		09/27/2019		CREDIT MEMO		(\$50.00)		
	CM55181		09/27/2019		CREDIT MEMO		(\$100.00)		
	55178		09/27/2019		SODIUM HYPOCHLORITE 12 1/2%		\$211.73		
	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
122790	420 - WATER	Open		420.11000 (Cash)	Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$57.00		
	Invoice			Description		Amount			
	APN 043-018-016		09/25/2019	FILING NOE FOR JDI FARMS INC		\$57.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$57.00			
122791	10/03/2019	Open			Accounts Payable	STANISLAUS CTY SHERIFF	\$536.06		
	Invoice			Description		Amount			
	09302019HUBBELL		09/30/2019	9-30-19 PAYROLL ATTACHMENT		\$50.00			
	09302019RUJZ		09/30/2019	9-30-19 PAYROLL ATTACHMENT		\$486.06			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$536.06			
122792	10/03/2019	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$237.50		
	Invoice			Description		Amount			
	SI33890		09/23/2019	UNIT 524 REMOVE EQUIP FOR INSTALL IN NEW '19 TAHOE		\$237.50			
	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$237.50			
122793	10/03/2019	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$150,181.88		
	Invoice			Description		Amount			
	8173T		09/27/2019	Management and Operation of Turlock Transit Services - July 2019		\$150,181.88			
	Paying Fund			Cash Account		Amount			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$25,063.22			
	426 - Transit - Fixed Route			426.11000 (Cash)		\$125,118.66			
122794	10/03/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice			Description		Amount			
	09302019BECCHETT		09/30/2019	9-30-19 PAYROLL ATTACHMENT		\$439.13			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$439.13			
122795	10/03/2019	Open			Accounts Payable	TEICHERT CONSTRUCTION INC	\$596,296.37		
	Invoice			Description		Amount			
	PP12-CP1730		09/27/2019	17-30 West Main Corridor Rehabilitation Measure L - August 2019		\$596,296.37			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$596,296.37			
122796	10/03/2019	Open			Accounts Payable	TURF STAR	\$277.44		
	Invoice			Description		Amount			
	7085165-00		09/27/2019	4401		\$277.44			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$277.44			
122797	10/03/2019	Open			Accounts Payable	UNITED RENTAL INC	\$1,604.10		
	Invoice			Description		Amount			
	174114002-001		09/27/2019	TRASH PUMP		\$1,604.10			
	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
122798	410 - WATER QUALITY CONTROL (WQC)	Open		410.11000 (Cash)	Accounts Payable	US BANK OFFICE EQUIPMENT	\$1,604.10		
	Invoice								
	10/03/2019	Open							
	395709504		10/03/2019			Lease agreement for 9 copiers 9/20/19-10/19/19	\$928.61		
	394898308		10/03/2019			Lease Agreement for Payroll Copier 9/9/19-10/8/19	\$66.44		
	Paying Fund					Cash Account			
	110 - General Fund								
	405 - Building					110.11000 (Cash)	\$822.08		
	410 - WATER QUALITY CONTROL (WQC)					405.11000 (Cash)	\$37.54		
	420 - WATER					410.11000 (Cash)	\$48.94		
	505 - Fleet					420.11000 (Cash)	\$48.95		
						505.11000 (Cash)	\$37.54		
122799	10/03/2019	Open			Accounts Payable	VALLEY BALANCING & AUTO	\$270.32		
	Invoice								
	111628		09/27/2019			SP17-4516	\$270.32		
	Paying Fund					Cash Account			
122800	410 - WATER QUALITY CONTROL (WQC)	Open			Accounts Payable	VERIZON WIRELESS	\$270.32		
	Invoice								
	10/03/2019	Open							
	9837383483		09/23/2019			POLICE - AUG 04 TO SEP 03, 2019	\$2,507.22		
	Paying Fund					Cash Account			
	110 - General Fund					110.11000 (Cash)	\$2,507.22		
122801	10/03/2019	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$6,262.50		
	Invoice								
	00339.06-16		09/25/2019			NPDES Permit Compliance Services rendered through 8/31/19	\$757.50		
	00339.05-34		09/24/2019			DELTA MENDOTA CANAL MONITORING SUPPORT SERVICES THROUGH 8/31/19	\$1,887.50		
	00339.05-33		09/24/2019			DELTA MENDOTA CANAL MONITORING SUPPORT SERVICES THROUGH 7/31/19	\$3,617.50		
	Paying Fund					Cash Account			
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$6,262.50		
122802	10/03/2019	Open			Accounts Payable	WALLACE KUHL & ASSOCIATES	\$6,590.40		
	Invoice								
	201902483		09/27/2019			SR 15, 17-30 W. MAIN REHAB - OIL TANK REMOVAL - thru 8/31/19	\$6,590.40		
	Paying Fund					Cash Account			
	218 - Measure L					218.11000 (Cash)	\$6,590.40		
122803	10/03/2019	Open			Accounts Payable	WARDEN'S OFFICE INC	\$426.11		
	Invoice								
	53967-0		09/24/2019			DELIVERY AND INSTALLATION	\$426.11		
	Paying Fund					Cash Account			
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$426.11		
122804	10/03/2019	Open			Accounts Payable	WATER SYSTEMS OPTIMIZATION, INC	\$2,500.00		
	Invoice								
	1623		09/24/2019			LEVEL 1 VALIDATION	\$2,500.00		
	Paying Fund					Cash Account			



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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122805	420 - WATER			420.11000 (Cash)			\$2,500.00		
	10/03/2019	Open			Accounts Payable	WEST STEEL & PLASTIC			
	Invoice								
	389286			09/25/2019				\$87.49	
	Paying Fund					SUPPLIES FOR CHAMBER BUILDING			
	110 - General Fund								
	110.11000 (Cash)							\$87.49	
122806	10/03/2019	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC			
	Invoice								
	S1933153.001			09/24/2019				\$904.31	
	Paying Fund					VFD FOR GBT BELT DRIVE MOTOR			
	410 - WATER QUALITY CONTROL (WQC)								
	410.11000 (Cash)							\$904.31	
122807	10/03/2019	Open			Accounts Payable	LEVOC, ATTN: PATTI BARON			
	Invoice								
	LEVOC2019			09/30/2019				\$160.00	
	Paying Fund								
	266 - Police Services Grants								
	266.11000 (Cash)							\$160.00	
122808	10/03/2019	Open			Accounts Payable	PASLEY, CHRISTEN			
	Invoice								
	2020-00039565			09/27/2019		CUSTOMER PAID INVOICE PRIOR TO FINE BEING CANCELLED		\$100.00	
	Paying Fund								
	110 - General Fund								
	110.11000 (Cash)							\$100.00	
122809	10/03/2019	Open			Accounts Payable	SALDANA, BRANDY			
	Invoice								
	7993480			09/25/2019		REFUND FOR PARK RESERVATION		\$43.00	
	Paying Fund								
	110 - General Fund								
	110.11000 (Cash)							\$43.00	
122810	10/03/2019	Open			Accounts Payable	TRUJILLO-PEREZ, SEBASTIAN			
	Invoice								
	F7201836-FY1920			09/30/2019		REIMBURSEMENT FOR CLASS B LICENSE		\$78.00	
	Paying Fund								
	217 - Streets - Gas Tax								
	217.11000 (Cash)							\$78.00	
122811	10/03/2019	Open			Accounts Payable	VARGAS, ERNESTO			
	Invoice								
	F5026558-FY1920			09/30/2019		REIMBURSEMENT FOR CLASS B LICENSE		\$78.00	
	Paying Fund								
	217 - Streets - Gas Tax								
	217.11000 (Cash)							\$78.00	
Type Check Totals:							\$4,232,855.07		
AP - Accounts Payable Totals									

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$4,232,855.07	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$4,232,855.07	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source Status	Count	Payee Name	Transaction Amount	Transaction Amount	Reconciled Amount	Difference
All					Open	94		\$4,232,855.07		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	94		\$4,232,855.07		\$0.00	
<b>Grand Totals:</b>											
Checks					Open	94		\$4,232,855.07		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	94		\$4,232,855.07		\$0.00	
All					Open	94		\$4,232,855.07		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	94		\$4,232,855.07		\$0.00	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122812	10/10/2019	Open			Accounts Payable	ABS DIRECT INC	\$5,700.00		
AP - Accounts Payable	Invoice								
MP-20190930	10/09/2019				Postage Advance for Oct/Nov 2019				
Paying Fund	Cash Account						\$5,700.00		
110 - General Fund	110.11000 (Cash)						\$5,700.00		
122813	10/10/2019	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	\$48,756.79		
Invoice	Date				Description				
2000264403	10/04/2019				August 3 - 30, 2019		\$11,159.25		
2000267826	10/04/2019				July 13 - September 6, 2019		\$1,287.85		
2000262133	10/04/2019				August 3 - 30, 2019		\$2,530.75		
2000265100	10/04/2019				July 13 - September 6, 2019		\$30,766.44		
2000262416	10/04/2019				July 13 - September 6, 2019		\$3,012.50		
Paying Fund	Cash Account								
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)						\$34,803.44		
420 - WATER	420.11000 (Cash)						\$13,953.35		
122814	10/10/2019	Open			Accounts Payable	AIRGAS NCN	\$102.29		
Invoice	Date				Description				
9093357589	10/01/2019				CABLE FOR WATER TRUCK INVERTER INSTALL		\$102.29		
Paying Fund	Cash Account								
420 - WATER	420.11000 (Cash)						\$102.29		
122815	10/10/2019	Open			Accounts Payable	All Valley Spray Service	\$2,562.00		
Invoice	Date				Description				
005	10/01/2019				Weed Control Services 9/17/19-9/30/19		\$2,562.00		
Paying Fund	Cash Account								
217 - Streets - Gas Tax	217.11000 (Cash)						\$192.50		
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)						\$2,150.75		
420 - WATER	420.11000 (Cash)						\$218.75		
122816	10/10/2019	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$260.28		
Invoice	Date				Description				
2193781	10/03/2019				Full Service Maintenance for OCE TDS450 & OCE TCS300 - Aug 2019		\$260.28		
Paying Fund	Cash Account								
502 - Engineering	502.11000 (Cash)						\$260.28		
122817	10/10/2019	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$2,650.00		
Invoice	Date				Description				
000000017470	10/03/2019				16-60 ROW & Property Appraisal for Linwood Ave ATP - Aug 2019		\$2,650.00		
Paying Fund	Cash Account								
215 - Streets - Grant Funded Projects	215.11000 (Cash)						\$2,650.00		
122818	10/10/2019	Open			Accounts Payable	AT&T MOBILITY	\$4,157.92		
Invoice	Date				Description				
287287487897X092	10/07/2019				WIRELESS CHARGES FOR FIRE IPADS - SEPT 2019		\$185.92		
5728X09272019	10/08/2019				287262975728 / IT & WQC		\$341.92		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5677X09272019	10/08/2019			287262975677 / WQC/Utilities Phones/Data, Eng & Transit Data SIM			\$780.91		
4412X09272019	10/08/2019			995824412 / Aircards			\$2,694.37		
15297257	10/10/2019			FAN: BES57676090 / City Manager			\$77.40		
15413547	10/10/2019			FAN: BES57676090 / City Manager			\$77.40		
Paying Fund				Cash Account			Amount		
110 - General Fund				110.11000 (Cash)			\$2,818.94		
410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$802.35		
420 - WATER				420.11000 (Cash)			\$303.21		
426 - Transit - Fixed Route				426.11000 (Cash)			\$46.23		
501 - Information Technology				501.11000 (Cash)			\$143.96		
502 - Engineering				502.11000 (Cash)			\$43.23		
122819	10/10/2019	Open			Accounts Payable	BURTON'S FIRE, INC	\$10,033.69		
Invoice				Description			Amount		
W 78276	10/07/2019			E-33 STOP ENGINE LIGHT ON			\$2,361.78		
S 45121	10/07/2019			E-33 COOLER ASSY CHARGE			\$2,712.33		
W 78232	10/07/2019			SQ34 - AIR RIDE READJUST, SERVICE ENGINE			\$4,252.65		
W 77755	10/07/2019			SQ32 - STRAP FUEL TANK			\$706.93		
Paying Fund				Cash Account			Amount		
110 - General Fund				110.11000 (Cash)			\$10,033.69		
122820	10/10/2019	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$300.00		
Invoice				Description			Amount		
0119007198	09/30/2019			CONFIDENTIAL VICTIM MEDICAL EXPENSE			\$150.00		
0119007356	09/30/2019			CONFIDENTIAL VICTIM MEDICAL EXPENSE			\$150.00		
Paying Fund				Cash Account			Amount		
110 - General Fund				110.11000 (Cash)			\$300.00		
122821	10/10/2019	Open			Accounts Payable	CAROLLO ENGINEERS	\$160,260.76		
Invoice				Description			Amount		
0180724	10/03/2019			15-39D SECONDARY CLARIFIER 5 & DENITRI CONST MGMT - AUG 2019			\$72,403.23		
0180720	10/03/2019			15-39B RWQCF DENITRIFICATION-ENGINEERING SVS - AUG 2019			\$3,195.66		
0180476	10/03/2019			17-22C Engineering Services for NVRWP - Aug 2019			\$35,642.12		
0180582	10/03/2019			18-69 Surface Water Dist. Syst. Improvements - Aug 2019			\$49,019.75		
Paying Fund				Cash Account			Amount		
413 - WQC-Capital Expansion Reserve				413.11000 (Cash)			\$75,598.89		
416 - Recycled Water Sales				416.11000 (Cash)			\$35,642.12		
420 - WATER				420.11000 (Cash)			\$49,019.75		
122822	10/10/2019	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$1,459.46		
Invoice				Description			Amount		
62285	10/09/2019			CITY HALL - CHECK A/C ON NORTH SIDE OF BUILDING			\$564.04		
62447	10/09/2019			CITY HALL - NO A/C IN ADMINISTRATION			\$895.42		
Paying Fund				Cash Account			Amount		
110 - General Fund				110.11000 (Cash)			\$1,459.46		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122823	10/10/2019	Open			Invoice		CHARTER COMMUNICATIONS	\$635.51		
	0000051100119		10/08/2019		8203 13 680 0000051 / City Hall (TV service)			Amount		
	0780628100119		10/08/2019		8203 13 001 0780628 / 244 N Broadway (PSF TV)			\$469.92		
	Paying Fund				Cash Account			\$165.59		
	110 - General Fund				110.11000 (Cash)			Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$203.96		
	420 - WATER				420.11000 (Cash)			\$27.97		
	501 - Information Technology				501.11000 (Cash)			\$27.98		
								\$375.60		
122824	10/10/2019	Open			Invoice		CITY OF TURLOCK - CASH	\$202.85		
	10-3-19 REPLIN		10/03/2019		FIN AR-REPLENISH PETTY CASH-10-3-19			Amount		
	Paying Fund				Cash Account			\$202.85		
	110 - General Fund				110.11000 (Cash)			Amount		
	405 - Building				405.11000 (Cash)			\$152.28		
	426 - Transit - Fixed Route				426.11000 (Cash)			\$20.00		
	501 - Information Technology				501.11000 (Cash)			\$1.25		
	502 - Engineering				502.11000 (Cash)			\$14.32		
								\$15.00		
122825	10/10/2019	Open			Invoice		Confluence Engineering Group LLC	\$16,680.00		
	15-0919TRLKWQS		10/04/2019		September 1 - 30, 2019			Amount		
	Paying Fund				Cash Account			\$16,680.00		
	420 - WATER				420.11000 (Cash)			Amount		
								\$16,680.00		
122826	10/10/2019	Open			Invoice		CULLIGAN INC	\$229.87		
	9/30/19		10/01/2019		DE-IONIZED WATER FOR WQC LAB 10/1/19-			Amount		
					10/31/19			\$229.87		
	Paying Fund				Cash Account			Amount		
	420 - WATER				420.11000 (Cash)			\$229.87		
122827	10/10/2019	Open			Invoice		DEL PUERTO WATER DISTRICT	\$12,326.36		
	664		10/01/2019		North Valley Regional Recycled Water Program Phase 4 thru 8/9/19			Amount		
					Cash Account			\$12,326.36		
	Paying Fund				Cash Account			Amount		
	416 - Recycled Water Sales				416.11000 (Cash)			\$12,326.36		
122828	10/10/2019	Open			Invoice		DELL MARKETING LP	\$1,184.61		
	10343621965		10/01/2019		eQUOTE 1015163411892 PARKS/STORM - RAY GARCIA			Amount		
					Cash Account			\$1,184.61		
	Paying Fund				Cash Account			Amount		
	110 - General Fund				110.11000 (Cash)			\$789.66		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$394.95		
122829	10/10/2019	Open			Invoice		DF ENGINEERING INC	\$525.00		
	23523		10/03/2019		SR01, 17-53 Golden State Blvd Rehabilitation - through 9/30/19			Amount		
					Cash Account			\$525.00		
	Paying Fund				Cash Account			Amount		
	218 - Measure L				218.11000 (Cash)			\$525.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122830	10/10/2019	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$1,358.31		
	Invoice			Date	Description	Amount			
	7/1/19-9/30/19		10/09/2019		3RD QUARTER 2019 DISABILITY ACCESS FEE	\$1,358.31			
	Paying Fund				Cash Account	Amount			
	301 - Capital Improvements				301.11000 (Cash)	\$1,358.31			
122831	10/10/2019	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$286.43		
	Invoice			Date	Description	Amount			
	S4766900.001		10/01/2019		FITTINGS FOR WATER TRUCK INVERTER INSTALL	\$91.28			
	S4773075.001		10/01/2019		STREET LIGHT TRUCK STOCK	\$195.15			
	Paying Fund				Cash Account	Amount			
	246 - Landscape Assessment				246.11000 (Cash)	\$195.15			
	420 - WATER				420.11000 (Cash)	\$91.28			
122832	10/10/2019	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$600.00		
	Invoice			Date	Description	Amount			
	15560		10/07/2019		AUGUST 2019 PLAN REVIEW	\$600.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$600.00			
122833	10/10/2019	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$2,225.71		
	Invoice			Date	Description	Amount			
	22546501		09/30/2019		AUGUST 2019 SIU RENTALS	\$2,225.71			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$2,225.71			
122834	10/10/2019	Open			Accounts Payable	FASTENAL COMPANY INC	\$1,217.89		
	Invoice			Date	Description	Amount			
	CATUR157649		10/03/2019		TRA-1038PP	\$58.61			
	CATUR157056		10/03/2019		CLEAN WALNUT POND PIT	\$73.71			
	CATUR157688		10/01/2019		JANITORIAL SUPPLIES	\$498.06			
	CATUR156651		10/01/2019		MULTI DEPARTMENT SUPPLIES	\$498.07			
	CATUR157506		10/01/2019		SUPPLIES FOR DONNELLY STORM MOTOR INSTALL	\$89.44			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$1,085.57			
	420 - WATER				420.11000 (Cash)	\$73.71			
	425 - Transit - Dial-A-Ride				425.11000 (Cash)	\$58.61			
122835	10/10/2019	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$9,985.00		
	Invoice			Date	Description	Amount			
	F9H0806		10/01/2019		WASTEWATER QUARTERLY SAMPLES	\$8,831.00			
	F9I0505		10/01/2019		MONTHLY BIOASSAY	\$1,154.00			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$9,985.00			
122836	10/10/2019	Open			Accounts Payable	GHD INC	\$2,897.50		
	Invoice			Date	Description	Amount			
	127285		10/03/2019		0828- SR-99/Fulkerth Rd Interchange - through 8/31/19	\$2,897.50			
	Paying Fund				Cash Account	Amount			
	305 - Capital Facility Fees				305.11000 (Cash)	\$2,897.50			

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122837	10/10/2019	Open							
	Invoice			Description			Amount		
	40624498		10/03/2019	TRA18-1058P		GILLIG LLC	\$55.05		
	40624936		10/03/2019	TRA18-1060P			\$150.23		
	Paying Fund			Cash Account			Amount		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$205.26		
122838	10/10/2019	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$48,618.55		
	Invoice			Description			Amount		
	24608		10/08/2019	Fuel for Fire #3			\$1,720.07		
	25060		10/08/2019	Fuel for Fire #3			\$1,343.51		
	24838		10/09/2019	CUST #24090 - Fuel Expense for 9/1-9/15/19			\$20,810.28		
	25225		10/09/2019	CUST #24090 - Fuel Expense for 9/16-9/30/19			\$24,744.69		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$23,599.89		
	205 - Sports Facilities			205.11000 (Cash)			\$690.04		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$2,968.56		
	246 - Landscape Assessment			246.11000 (Cash)			\$2,788.43		
	405 - Building			405.11000 (Cash)			\$265.67		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,531.14		
	420 - WATER			420.11000 (Cash)			\$3,635.69		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$3,431.27		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$6,241.57		
	502 - Engineering			502.11000 (Cash)			\$466.29		
122839	10/10/2019	Open			Accounts Payable	GRAINGER INC, W W	\$4,912.93		
	Invoice			Description			Amount		
	9289771124		10/01/2019	TOOL FOR TRUCK #679			\$344.58		
	9283976752		10/01/2019	BELTS FOR HARDING DRAIN FANS			\$31.63		
	9292027118		10/01/2019	DEPARTMENT SUPPLIES			\$91.10		
	9287525035		10/01/2019	DEPARTMENT SUPPLIES			\$93.17		
	9286561429		10/01/2019	DEPARTMENT SUPPLIES			\$125.18		
	9297234503		10/01/2019	DEPARTMENT SUPPLIES			\$168.94		
	9285850914		10/01/2019	SEALS FOR PARTS WASHER AT FLEET			\$40.23		
	9295402086		10/01/2019	DEPARTMENT SUPPLIES			\$101.17		
	9301026507		10/01/2019	1 QT DETERGENT			\$32.89		
	9301344058		10/01/2019	1" CHLORINE BALL VALVES			\$2,032.54		
	9248166085		10/01/2019	TRA09-1043L			\$1,262.14		
	9279247150		10/03/2019	ABSORBENT ROLL			\$431.16		
	9283109784		10/01/2019	EL & UT DEPARTMENT SUPPLIES			\$158.20		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$112.09		
	205 - Sports Facilities			205.11000 (Cash)			\$71.86		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$35.93		
	246 - Landscape Assessment			246.11000 (Cash)			\$35.93		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,254.30		
	420 - WATER			420.11000 (Cash)			\$68.82		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$35.93		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$1,298.07		

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122840	10/10/2019 Invoice	Open								
	17									
				10/04/2019	SRWA Contract General Manager for 2019-20 for Sept 2019	Accounts Payable	Granberg & Associates	\$12,207.36	\$12,207.36	
					Cash Account					
					950.11000 (Cash)					
122841	10/10/2019 Invoice	Open								
				10/03/2019	FOR TRANSIT CENTER BUS DEPOT	Accounts Payable	GROENIGER & COMPANY	\$129.45	\$129.45	
					Cash Account					
					420.11000 (Cash)					
122842	10/10/2019 Invoice	Open								
				10/03/2019	17-51 Roger K. Fall Transit Center Phase 3 TI - July 2019	Accounts Payable	HARRIS BUILDERS INC	\$112,337.50	\$112,337.50	
					17-51 Roger K. Fall Transit Center Phase 3 TI - August 2019					
					Cash Account					
					426.11000 (Cash)					
122843	10/10/2019 Invoice	Open								
				10/01/2019	LOT OF FURNITURE FOR WQC	Accounts Payable	HAWORTH INC	\$4,431.30	\$4,431.30	
					Cash Account					
					410.11000 (Cash)					
122844	10/10/2019 Invoice	Open								
				10/01/2019	PVC PARTS FOR INDUSTRIES	Accounts Payable	HILMAR LUMBER INC	\$381.59	\$381.59	
					FLANGE GASKET					
					PARTS FOR SAMPLE STATION					
					Cash Account					
					410.11000 (Cash)					
					420.11000 (Cash)					
122845	10/10/2019 Invoice	Open								
				10/01/2019	CONCRETE FOR PAD AT STORM 32 UPGRADE	Accounts Payable	HILMAR READY MIX	\$183.39	\$183.39	
					STORM 16 UPGRADE					
					Cash Account					
					410.11000 (Cash)					
122846	10/10/2019 Invoice	Open								
				10/07/2019	SRWA Environmental Phase II for 2019-20 for August 2019	Accounts Payable	HORIZON WATER & ENVIR LLC	\$12,642.25	\$12,642.25	
					Cash Account					
					950.11000 (Cash)					
122847	10/10/2019 Invoice	Open								
				09/30/2019	TRANSCRIPTION SERVICES 9-16-19 TO 9-30-19	Accounts Payable	HUNTINGTON COURT REPORTER	\$1,482.36	\$1,482.36	
					Cash Account					



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122848	110 - General Fund	Open		110.11000 (Cash)	Accounts Payable	Infrerra Construction Mgmt Group, Inc	\$33,431.13		
	Invoice			Description					
	19097		10/07/2019	SRWA Contract Mgmt Wet Well Constn for 2018-19 for Aug 2019			\$1,482.36		
	Paying Fund			Cash Account					
	950 - SRWA			950.11000 (Cash)			\$33,431.13		
122849	10/10/2019	Open			Accounts Payable	INTERSTATE SALES INC			
	Invoice			Description					
	3699		10/03/2019	TRAFFIC LINE PAINT RED & GREEN			\$3,717.10		
	Paying Fund			Cash Account					
	217 - Streets - Gas Tax			217.11000 (Cash)			\$3,717.10		
122850	10/10/2019	Open			Accounts Payable	Janitzen, Stephanie			
	Invoice			Description					
	001		10/07/2019	Communications & Professional Services - October 2019			\$10,000.00		
	Paying Fund			Cash Account					
	120 - Tourism			120.11000 (Cash)			\$10,000.00		
122851	10/10/2019	Open			Accounts Payable	KLEINFELDER INC			
	Invoice			Description					
	001255815		10/03/2019	15-39E TRWQCF Secondary Clarifier 5 & Denitri. 8/19/19-9/15/19			\$5,079.50		
	Paying Fund			Cash Account					
	413 - WQC-Capital Expansion Reserve			413.11000 (Cash)			\$5,079.50		
122852	10/10/2019	Open			Accounts Payable	LEHIGH HANSON INC			
	Invoice			Description					
	2054994		10/03/2019	ASPHALT FOR STREETS			\$117.85		
	2056547		10/03/2019	ASPHALT FOR STREETS			\$105.42		
	2056015		10/03/2019	ASPHALT FOR STREETS			\$88.31		
	Paying Fund			Cash Account					
	217 - Streets - Gas Tax			217.11000 (Cash)			\$311.58		
122853	10/10/2019	Open			Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC			
	Invoice			Description					
	1530196-20190930		10/02/2019	SKIP TRACING PROGRAM - SEP 2019			\$150.00		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$150.00		
122854	10/10/2019	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC			
	Invoice			Description					
	10056278		10/07/2019	ENGINE 32 TIRE REPLACEMENT			\$1,367.99		
	10056661		10/07/2019	ENGINE 34 TIRE REPLACEMENT			\$2,121.16		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$3,489.15		

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122855	10/10/2019 Invoice 59225	Open	Date	09/25/2019	Accounts Payable	MICROBIZ SECURITY COMPANY	\$7,290.40		
			Description			Amount			
						\$372.50			
	58344		09/25/2019			\$6,917.90			
	Paying Fund					Amount			
	501 - Information Technology					\$7,290.40			
122856	10/10/2019 Invoice 8111	Open	Date	09/30/2019	Accounts Payable	MIWALL CORPORATION	\$5,097.09		
			Description			Amount			
						\$5,097.09			
	Paying Fund					Amount			
	110 - General Fund					\$5,097.09			
122857	10/10/2019 Invoice AR316128	Open	Date	10/08/2019	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$66.88		
			Description			Amount			
						\$66.88			
	Paying Fund					Amount			
	110 - General Fund					\$66.88			
122858	10/10/2019 Invoice 41273060	Open	Date	09/30/2019	Accounts Payable	MOTOROLA INC	\$75,268.60		
			Description			Amount			
						\$75,268.60			
	Paying Fund					Amount			
	240 - Small Equipment Replacement					\$75,268.60			
122859	10/10/2019 Invoice IT94887 IT94481	Open	Date	10/03/2019 10/03/2019	Accounts Payable	N & S TRACTOR INC	\$291.69		
			Description			Amount			
						\$82.20			
						\$209.49			
	Paying Fund					Amount			
	217 - Streets - Gas Tax					\$82.20			
	410 - WATER QUALITY CONTROL (WQC)					\$209.49			
122860	10/10/2019 Invoice 75579B	Open	Date	10/03/2019	Accounts Payable	NELSON NYGAARD CONSULTING ASSOCIATES INC	\$17,697.50		
			Description			Amount			
						\$13,761.25			
	75844		10/03/2019			\$3,936.25			
	Paying Fund					Amount			
	426 - Transit - Fixed Route					\$17,697.50			
122861	10/10/2019 Invoice 59183	Open	Date	09/30/2019	Accounts Payable	NEVER BORING DESIGN INC	\$78.94		
			Description			Amount			
						\$78.94			
	Paying Fund					Amount			
	206 - Traffic Safety					\$78.94			
122862	10/10/2019 Invoice 8577-311795	Open	Date	10/03/2019	Accounts Payable	NEXT LEVEL PARTS INC	\$772.43		
			Description			Amount			
						\$28.52			

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122863	8577-312020		10/03/2019	PK13-4410					
	8577-311835		10/03/2019	WT06-582					\$94.74
	8577-311863		10/03/2019	UT01-613					\$130.43
	8577-311861		10/03/2019	ST99-7003					\$57.48
	8577-312119		10/03/2019	ST02-7031					\$74.14
	8577-311666		10/03/2019	PK14-4418					\$121.57
	8577-311891		10/03/2019	POL13-1129					\$121.57
	Paying Fund			Cash Account					\$143.98
	110 - General Fund			110.11000 (Cash)					Amount
	217 - Streets - Gas Tax			217.11000 (Cash)					\$388.81
122864	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$195.71
	420 - WATER			420.11000 (Cash)					\$57.48
	10/10/2019	Open		Accounts Payable	NV5 INC.		\$73,398.86		
	Invoice			Description			Amount		
122865	137906		10/03/2019	0828 NV5 SR99/Fulketh Interchange - August 2019			\$73,398.86		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			\$73,398.86		
	10/10/2019	Open		Accounts Payable	P G & E		\$25.42		
	Invoice			Description			Amount		
	Columbia-10/3/19		10/09/2019	6180280303-3 / 600 Columbia St			\$7.84		
	High-10/3/19		10/09/2019	0221941093-9 / 595 High St			\$7.84		
	RBoesch-10/3/19		10/09/2019	4388605407-1 / 275 N Orange			\$9.74		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$25.42		
122866	10/10/2019	Open		Accounts Payable	PACE SUPPLY CORPORATION		\$3,170.96		
	Invoice			Description			Amount		
	055611262		10/03/2019	SWIVEL ADAPTER			\$116.46		
	055560068-2		10/03/2019	RUBBER SHEAR			\$741.13		
	055596131		10/03/2019	RP BACKFLOW			\$1,953.39		
	055588112		10/03/2019	PE INSERTS			\$359.98		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,217.57		
	420 - WATER			420.11000 (Cash)			\$1,953.39		
	10/10/2019	Open		Accounts Payable	Platt Electric Supply		\$1,055.51		
122867	Invoice			Description			Amount		
	X066680		10/01/2019	AUXILIARY CONTACT FOR MOTOR STARTER			\$80.45		
	X097933		10/01/2019	SELECTOR SWITCH FOR STORM 16			\$106.15		
	X119514		10/01/2019	SUPPLIES			\$48.85		
	X127090		10/01/2019	FLUME #3 NEW FLOW METER INSTALL			\$168.87		
	X156039		10/01/2019	ELECTRIC CONNECTORS FOR BOX 9 NEW			\$52.80		
				BISULFITE ANALYZER INSTALL					
	X155933		10/01/2019	ELECTRICAL FITTINGS FOR BOX 9 NEW			\$61.07		
	X156008		10/01/2019	BISULFITE ANALYZER INSTALL					
	X200580		10/01/2019	TOOLS FOR TRUCK #679			\$109.20		
122868	X230832		10/01/2019	PULL BOXES FOR STREET LIGHTS			\$245.28		
	Paying Fund			FLEX FOR HARDING DRAIN GENERATOR WIRES			\$182.84		
	246 - Landscape Assessment			Cash Account			Amount		
				246.11000 (Cash)			\$245.28		

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122867	410 - WATER QUALITY CONTROL (WQC)	Open		410.11000 (Cash)	Accounts Payable	PROTECH SECURITY/ELEC INC	\$810.23		
	Invoice						\$588.00		
	718336876		10/09/2019			CITY HALL MONTHLY MONITORING - OCT 2019	Amount		
	718337192		10/09/2019			PSF MONTHLY MONITORING - OCT 2019	\$98.00		
	Paying Fund					Cash Account	\$490.00		
	110 - General Fund					110.11000 (Cash)	Amount		
							\$588.00		
122868	10/10/2019	Open			Accounts Payable	R & S ERECTION INC	\$628.50		
	Invoice								
	60032		10/07/2019			STATION 33 - BACK AND FRONT DOOR ISSUES	Amount		
	Paying Fund					Cash Account	\$628.50		
	110 - General Fund					110.11000 (Cash)	Amount		
							\$628.50		
122869	10/10/2019	Open			Accounts Payable	RANGER PIPELINES INC	\$3,310,809.45		
	Invoice								
	PP10/CP17-22A		10/03/2019			17-22A Construction of NVRWP Turlock Component	Amount		
						- August 2019	\$3,310,809.45		
	Paying Fund					Cash Account	Amount		
	416 - Recycled Water Sales					416.11000 (Cash)	\$3,310,809.45		
122870	10/10/2019	Open			Accounts Payable	REED INC, GEORGE	\$343.73		
	Invoice								
	100191761		10/03/2019			ASPHALT FOR STREETS	Amount		
	100191603		10/03/2019			ASPHALT FOR STREETS	\$98.32		
	100190855		10/03/2019			ASPHALT FOR STREETS	\$125.85		
	Paying Fund					Cash Account	\$119.56		
	217 - Streets - Gas Tax					217.11000 (Cash)	Amount		
							\$343.73		
122871	10/10/2019	Open			Accounts Payable	RINCON CONSULTANTS, INC.	\$4,278.00		
	Invoice								
	15223		10/03/2019			SR07, CP0828 SR99/Fulkerth Rd Interchange -	Amount		
						7/29/19-8/31/19	\$4,278.00		
	Paying Fund					Cash Account	Amount		
	305 - Capital Facility Fees					305.11000 (Cash)	\$4,278.00		
122872	10/10/2019	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$3,779.42		
	Invoice								
	13511		10/01/2019			NPDES Permit Compliance Services through August	Amount		
						15, 2019	\$3,779.42		
	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$3,779.42		
122873	10/10/2019	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$499.55		
	Invoice								
	3016601391		10/03/2019			EL05-611	Amount		
	3016662821		10/03/2019			PK16-4486	\$58.26		
	3016673759		10/03/2019			WT06-582	\$74.11		
	3016696236		10/03/2019			POL13-1129	\$354.64		
	Paying Fund					Cash Account	\$12.54		
	110 - General Fund					110.11000 (Cash)	Amount		
							\$86.65		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$58.26		

# Payment Register

From Payment Date: 10/4/2019 - To Payment Date: 10/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122874	420 - WATER	Open		10/10/2019	Accounts Payable	Sacramento Bank of Commerce, c/o	\$174,253.13		
	Invoice			10/03/2019	Escrow Agmt- Retention for 17-22A NVRWP -	August 2019			
	PP10RET/CP17-22A				Cash Account	Amount			
					416 - 11000 (Cash)	Amount			
						\$174,253.13			
122875	416 - Recycled Water Sales	Open		10/10/2019	Accounts Payable	SPRINT	\$2,489.15		
	Invoice			10/08/2019	Cash Account	Amount			
	637094318-213				SPRINT (8/8/19 - 9/7/19)	Amount			
	Paying Fund				110 - 11000 (Cash)	Amount			
					120 - 11000 (Cash)	\$666.97			
					205 - 11000 (Cash)	\$46.35			
					217 - 11000 (Cash)	\$123.03			
					246 - 11000 (Cash)	\$329.83			
					410 - 11000 (Cash)	\$47.53			
					420 - 11000 (Cash)	\$658.73			
					505 - 11000 (Cash)	\$530.98			
						\$85.73			
122876	10/10/2019	Open		10/03/2019	Accounts Payable	STANISLAUS COUNTY	\$1,701.68		
	Invoice				DA F1701027-MISC TRUST, FUND 6200, ORG	Amount			
	01177008031				0064100, ACCT 02300	\$1,701.68			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110 - 11000 (Cash)	\$1,701.68			
122877	10/10/2019	Open		10/01/2019	Accounts Payable	STATE WATER RESOURCES	\$1,125.00		
	Invoice				CONTROL BOARD	Amount			
	EW-1018601				Water System Enforcement Fees 7/1/18-6/30/19	\$1,125.00			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420 - 11000 (Cash)	\$1,125.00			
122878	10/10/2019	Open		10/01/2019	Accounts Payable	STOMMEL INC DBA LEHR AUTO	\$20,103.25		
	Invoice				ELECTRIC	Amount			
	SI35464				POL UNIT 524 NEW VEHICLE OUTFITTING	\$20,103.25			
	Paying Fund				Cash Account	Amount			
	506 - Vehicle/Equipment Replacement				506 - 11000 (Cash)	\$20,103.25			
122879	10/10/2019	Open		10/01/2019	Accounts Payable	THATCHER COMPANY OF	\$10,441.44		
	Invoice				CALIFORNIA INC	Amount			
	268824				LIQUID CHLORINE	\$7,220.72			
	268825				LIQUID CHLORINE - EMPTIES	(\$4,000.00)			
	269074				LIQUID CHLORINE	\$7,220.72			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410 - 11000 (Cash)	\$10,441.44			

# Payment Register

From Payment Date: 10/4/2019 - To Payment Date: 10/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122880	10/10/2019	Open			Accounts Payable	THE AFTERMARKET PARTS CO LLC	\$211.14		
	Invoice			Description		Amount			
	81849697		10/03/2019	TRA09-1044P		\$10.81			
	81849695		10/03/2019	TRA09-1044P		\$200.33			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		\$211.14			
122881	10/10/2019	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$15,000.00		
	Invoice			Description		Amount			
	14988		10/01/2019	CONSULTING SERVICES FOR THE MONTH OF JULY 2019		\$5,000.00			
	15081		10/01/2019	CONSULTING SERVICES FOR THE MONTH OF AUGUST 2019		\$5,000.00			
	15173		10/01/2019	Legislative Advocacy Services for the month of September 2019		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$15,000.00			
122882	10/10/2019	Open			Accounts Payable	TRC Engineering Services LLC	\$3,071.00		
	Invoice			Description		Amount			
	819800209-19		10/03/2019	Bus Inspection and Post-Delivery Buy America Audit Services		\$3,071.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		\$3,071.00			
122883	10/10/2019	Open			Accounts Payable	TURF STAR	\$204.07		
	Invoice			Description		Amount			
	7087148-00		10/03/2019	BUSHING		\$54.66			
	7087147-00		10/03/2019	AD13-4415		\$39.46			
	7086663-00		10/03/2019	PK11-4400		\$109.95			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$109.95			
	246 - Landscape Assessment			246.11000 (Cash)		\$94.12			
122884	10/10/2019	Open			Accounts Payable	TURLOCK GOSPEL MISSION	\$3,916.63		
	Invoice			Description		Amount			
	TGM-12		10/04/2019	August 2019 Navigator Program		\$3,916.63			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$3,916.63			
122885	10/10/2019	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$4,118.69		
	Invoice			Description		Amount			
	26104		10/04/2019	SRWA - Water Rights Acquisition Expenses		\$780.00			
	26131		10/04/2019	SRWA - Water Rights Acquisition Expenses		\$3,338.69			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$4,118.69			
122886	10/10/2019	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$1,416.35		
	Invoice			Description		Amount			
	396025371		10/08/2019	Lease agreement for 9 copier 9/23/19 - 10/22/19		\$1,416.35			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,062.27			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$171.12			

# Payment Register

From Payment Date: 10/4/2019 - To Payment Date: 10/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122887	502 - Engineering 10/10/2019 Invoice	Open		502.11000 (Cash)	Accounts Payable	UTILITY TELECOMP GROUP LLC	\$548.04		
	Strmt: 10.01.19 Paying Fund		10/08/2019	Acct #127022 - City-wide internet service		Amount			
	501 - Information Technology			Cash Account		\$548.04			
122888	10/10/2019 Invoice	Open		501.11000 (Cash)	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00		
	12-2047		10/03/2019	Project Management Software Tool for Capital		Amount			
	Paying Fund			Projects - Oct 2019		\$500.00			
122889	502 - Engineering 10/10/2019 Invoice	Open		502.11000 (Cash)	Accounts Payable	VISION SERVICE PLAN CA	\$6,239.42		
	807494506		10/04/2019	PREMIUMS OCTOBER 2019		Amount			
	807537283		10/04/2019	SEPTEMBER 2019 CLAIMS		\$1,553.44			
	Paying Fund			Cash Account		\$4,685.98			
	511 - Health Care			511.11000 (Cash)		Amount			
122890	10/10/2019 Invoice	Open		511.11000 (Cash)	Accounts Payable	WALLACE KUHL & ASSOCIATES	\$3,785.00		
	201902701		10/03/2019	SR12, 17-30 W. Main St Corridor Rehab- Measure L -		Amount			
	Paying Fund			thru 8/31/19		\$3,785.00			
122891	218 - Measure L 10/10/2019 Invoice	Open		218.11000 (Cash)	Accounts Payable	WEST YOST ASSOCIATES	\$149,825.89		
	2039153		10/04/2019	SRWA Program Mgmt Services for 2019-20 for Aug		Amount			
	Paying Fund			2019		\$149,825.89			
122892	950 - SRWA 10/10/2019 Invoice	Open		950.11000 (Cash)	Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$222.00		
	561323		10/09/2019	Add 2019 Ford F550 vin#58219 as of 8/29/19		Amount			
	Paying Fund			Cash Account		\$222.00			
	420 - WATER			420.11000 (Cash)		Amount			
122893	10/10/2019 Invoice	Open		420.11000 (Cash)	Accounts Payable	ZEE MEDICAL SERVICE CO	\$36.57		
	66270608		10/08/2019	Muni Services WQC Supplies		Amount			
	Paying Fund			Cash Account		\$36.57			
122894	410 - WATER QUALITY CONTROL (WQC) 10/10/2019 Invoice	Open		410.11000 (Cash)	Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$1,468.92		
	INV00046768		10/07/2019	MONTHLY RMS SERVICES 10/1/19-10/31/19		Amount			
	Paying Fund			Cash Account		\$1,468.92			
	240 - Small Equipment Replacement			240.11000 (Cash)		Amount			

# Payment Register

From Payment Date: 10/4/2019 - To Payment Date: 10/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Payee Name	Source	Accounts Payable	Transaction Amount	Reconciled Amount	Difference
122895	10/10/2019	Open			Invoice						
	8032286		10/03/2019		REFUND FOR PLAY PUNCH CARD	HIBMA, KAYLEEN			\$110.00		
	Paying Fund				Cash Account						
	110 - General Fund				110.11000 (Cash)						
122896	10/10/2019	Open			Invoice						
	0118006108		10/02/2019		CASE # 0118006108	MARTINEZ, IVAN			\$499.48		
	Paying Fund				Cash Account						
	110 - General Fund				110.11000 (Cash)				\$499.48		
122897	10/10/2019	Open			Invoice						
	TR4462PerDiem		10/04/2019		CMRTA Annual Conference 2019 10/15-10/18/19	Singh , Gracie			\$160.00		
	Paying Fund				Cash Account						
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$80.00		
	420 - WATER				420.11000 (Cash)				\$80.00		
122898	10/10/2019	Open			Invoice						
	TR4462PerDiem		10/04/2019		CMRTA Annual Conference 2019 10/15-10/18/19	Stow , Connysue			\$160.00		
	Paying Fund				Cash Account						
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$80.00		
	420 - WATER				420.11000 (Cash)				\$80.00		
122899	10/10/2019	Open			Invoice						
	452909		10/01/2019		Reimbursement for Mechanical Tech Grade 4 Test	Taylor , Ken			\$210.00		
	Paying Fund				Cash Account						
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$210.00		
122900	10/10/2019	Open			Invoice						
	FY19/20-PROF DEV		10/04/2019		Prof Development FY19-20 Steve Williams	Williams, Steve			\$600.00		
	Paying Fund				Cash Account						
	110 - General Fund				110.11000 (Cash)				\$600.00		
Type Check Totals:											
AP - Accounts Payable Totals											
89 Transactions										\$4,447,866.43	



# Payment Register

From Payment Date: 10/4/2019 - To Payment Date: 10/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Count	Payee Name	Transaction Amount	Transaction Amount	Reconciled Amount	Difference
				Checks							
					Open	89		\$4,447,866.43		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	89		\$4,447,866.43		\$0.00	
				All	Status	Count		Transaction Amount		Reconciled Amount	
					Open	89		\$4,447,866.43		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	89		\$4,447,866.43		\$0.00	
				Checks	Status	Count		Transaction Amount		Reconciled Amount	
					Open	89		\$4,447,866.43		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	89		\$4,447,866.43		\$0.00	
				All	Status	Count		Transaction Amount		Reconciled Amount	
					Open	89		\$4,447,866.43		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	89		\$4,447,866.43		\$0.00	

Grand Totals:

# Payment Register

From Payment Date: 10/11/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check 122901	10/14/2019	Open			Utility Management Refund	ABILAY, JOHN	\$241.23		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		872814-002	MOVE OUT CREDIT	10/14/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$241.23		
122902	10/14/2019	Open			Utility Management Refund	CLARK, MELISSA H	\$146.78		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		801437-001	MOVE OUT CREDIT	10/14/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$146.78		
122903	10/14/2019	Open			Utility Management Refund	DICK, KAREN	\$185.18		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		712531-002	MOVE OUT CREDIT	10/14/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$185.18		
122904	10/14/2019	Open			Utility Management Refund	GAMBLE, JACK, ANTHONY	\$153.52		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		724696-007	MOVE OUT CREDIT	10/14/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$153.52		
122905	10/14/2019	Open			Utility Management Refund	GRENZ, BRETT	\$17.64		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Flat		837822-001	MOVE OUT CREDIT	10/14/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$17.64		
122906	10/14/2019	Open			Utility Management Refund	KAUR, HARDEEP	\$146.41		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		168963-006	MOVE OUT CREDIT	10/14/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$146.41		
122907	10/14/2019	Open			Utility Management Refund	KEENEY-SANTOS, GINA	\$205.88		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		430137-001	MOVE OUT CREDIT	10/14/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$205.88		
122908	10/14/2019	Open			Utility Management Refund	MUNIZ, HILDA, ROSA	\$220.55		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		718297-003	MOVE OUT CREDIT	10/14/2019	Refund			
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$220.55		

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# Payment Register

From Payment Date: 10/1/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122909	10/14/2019	Open		Cash Account	420.11000 (Cash)				
					Utility Management Refund	PALMA, BRADEN	\$208.65		\$220.55
122910	10/17/2019	Open		Account Number	826332-004	Transaction Date	Transaction Type		
				Single Family Res Metered	MOVE OUT CREDIT	10/14/2019	Refund		
				Paying Fund	Cash Account				
				420 - WATER	420.11000 (Cash)				\$208.65
				Invoice	Accounts Payable	A & A PORTABLES INC	\$79.79		
				1-761389	PORTABLES FOR ASSESSMENTS				
				Paying Fund	Cash Account				\$79.79
				246 - Landscape Assessment	246.11000 (Cash)				\$79.79
122911	10/17/2019	Open		Invoice	Accounts Payable	A-PRO PEST CONTROL	\$570.00		
				0686162	WQC - SEPTEMBER 2019				\$50.00
				0686194	WATER RESOURCES - SEPTEMBER 2019				\$30.00
				0686196	PUBLIC FACILITY BUILDING - SEPTEMBER 2019				\$75.00
				0686226	ANNEX BUILDING - SEPTEMBER 2019				\$30.00
				0686227	ELECTRICAL MAINTENANCE - SEPTEMBER 2019				\$30.00
				0686228	UTILITIES - SEPTEMBER 2019				\$30.00
				0686229	FLEET SERVICE- SEPTEMBER 2019				\$30.00
				0686230	FLEET CNG BLDG - SEPTEMBER 2019				\$30.00
				0686232	CDS TRANSIT CENTER - SEPTEMBER 2019				\$30.00
				0686233	POLICE & FIRE TRNG CNTR - SEPTEMBER 2019				\$45.00
				0686234	POLICE MODULAR BLDG - SEPTEMBER 2019				\$30.00
				0689711	MARTY YERBY - SEPTEMBER 2019 (QUARTERLY SRVC)				\$50.00
				0686248	DRAIN PUMP - SEPTEMBER 2019				\$35.00
				0686249	NW WATER STORAGE TANK - SEPTEMBER 2019				\$35.00
				0686231	SHIPPING & RECEIVING - SEPTEMBER 2019				\$40.00
				Paying Fund	Cash Account				
				110 - General Fund	110.11000 (Cash)				\$200.00
				410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$215.00
				420 - WATER	420.11000 (Cash)				\$65.00
				425 - Transit - Dial-A-Ride	425.11000 (Cash)				\$30.00
				505 - Fleet	505.11000 (Cash)				\$60.00
122912	10/17/2019	Open		Invoice	Accounts Payable	AECOM TECHNICAL SERVICES INC	\$74,970.51		
				200020434	May 4 - 31, 2019				\$15,782.27
				2000273917	August 31 - October 4, 2019				\$39,127.60
				2000266674	June 8 - September 13, 2019				\$20,060.64
				Paying Fund	Cash Account				
				420 - WATER	420.11000 (Cash)				\$74,970.51
122913	10/17/2019	Open		Invoice	Accounts Payable	AIRGAS NCN	\$963.35		
				9965440399	Open purchase order to provide miscellaneous supplies for				\$963.35

# Payment Register

From Payment Date: 10/11/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
122914	10/17/2019	Open			Accounts Payable	ALL VALLEY SMOG INC	\$24.75		
	Invoice								
	000098968			10/08/2019	ST02-7031				
	Paying Fund				Cash Account				
	217 - Streets - Gas Tax				217.11000 (Cash)				
122915	10/17/2019	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$314.98		
	Invoice								
	2203200			10/10/2019	Supplies for OCE TDS450 & OCE TCS300				
	2205110			10/10/2019	Full Service Maintenance for OCE TDS450 & OCE TCS300 - Sept 2019				
	Paying Fund				Cash Account				
	502 - Engineering				502.11000 (Cash)				
122916	10/17/2019	Open			Accounts Payable	AT&T/SBC	\$33.03		
	Invoice								
	PD-10-7-19			10/14/2019	Acc# 234 371-3447 543 0/ Police Dept				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
122917	10/17/2019	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$35,727.30		
	Invoice								
	576756			10/14/2019	Negotiations				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
122918	10/17/2019	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$8,648.62		
	Invoice								
	09-30-2019			10/11/2019	SRWA Legal Services for 2019-20 for Sept 2019				
	Paying Fund				Cash Account				
	950 - SRWA				950.11000 (Cash)				
122919	10/17/2019	Open			Accounts Payable	BAY AREA BUS REPAIR INC	\$146.52		
	Invoice								
	46503			10/08/2019	TRA15-1049P				
	46481			10/08/2019	TRA15-1049P				
	Paying Fund				Cash Account				
	426 - Transit - Fixed Route				426.11000 (Cash)				
122920	10/17/2019	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	\$28,255.95		
	Invoice								
	1485145			10/08/2019	PLAN CHECK SERVICES FOR MP 1 FAIRBANKS RANCH				
	1492697			10/08/2019	PLAN CHECK SERVICES FOR BP#19-0884				
	1492700			10/08/2019	PLAN CHECK SERVICES FOR BP#19-0885				
	1492701			10/08/2019	PLAN CHECK SERVICES FOR BP#19-0940				
	1492703			10/08/2019	PLAN CHECK SERVICES FOR BP#19-0945				
	1492961			10/08/2019	PROJECT PLANNING SERVICES				
	1102944			10/08/2019	PLAN CHECK SERVICES FOR BP#19-0506				

# Payment Register

From Payment Date: 10/11/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122921	1496333		10/08/2019		PLAN CHECK SERVICES FOR MP 1690 ASOOFI-		\$4,055.10		
	1496334		10/08/2019		JKB	PLAN CHECK SERVICES FOR MP 2012 ASOOFI-	\$4,698.40		
	1496335		10/08/2019		JKB	PLAN CHECK SERVICES FOR MP 2052 ASOOFI-	\$5,273.80		
	Paying Fund 405 - Building				Cash Account	Amount			
	10/17/2019	Open			405.11000 (Cash)	\$28,255.95	\$147,250.00		
	Invoice PP5/CP18-59		10/10/2019		Accounts Payable	BWD CONSTRUCTION INC			
					Description	Amount			
					CP18-59 Well 8 GAC Syst Rehab & Site Work - Sept 2019	\$147,250.00			
122922	Paying Fund 420 - WATER				Cash Account	Amount			
	10/17/2019	Open			420.11000 (Cash)	\$147,250.00	\$150.00		
	Invoice				Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP			
	0119007312		10/07/2019		Description	Amount			
	Paying Fund				CONFIDENTIAL VICTIM MEDICAL EXPENSE	\$150.00			
	110 - General Fund				Cash Account	Amount			
					110.11000 (Cash)	\$150.00			
122923	10/17/2019	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$177.81		
	Invoice				Description	Amount			
	10-15-19 REPLIN		10/15/2019		FIN AR REPLENISH PETTY CASH-10-15-19	\$177.81			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$108.00			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$5.00			
	420 - WATER				420.11000 (Cash)	\$51.79			
	426 - Transit - Fixed Route				426.11000 (Cash)	\$13.02			
122924	10/17/2019	Open			Accounts Payable	COLE-PARMER INSTRUMENT COMPANY LLC	\$43.53		
	Invoice				Description	Amount			
	2016901		10/08/2019		LAB SUPPLIES	\$43.53			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420.11000 (Cash)	\$43.53			
122925	10/17/2019	Open			Accounts Payable	COMMUNITY VETERINARY CLIN	\$557.40		
	Invoice				Description	Amount			
	315857		10/07/2019		VA032164	\$105.00			
	316046		10/07/2019		A032216	\$65.00			
	316047		10/07/2019		VA032123	\$105.00			
	316051		10/07/2019		VA031826	\$105.00			
	316078		10/07/2019		VA032220	\$105.00			
	316419		10/07/2019		A032397	\$42.40			
	316734		10/07/2019		VA032162	\$30.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$42.40			
	203 - Animal Fee Forfeiture				203.11000 (Cash)	\$85.00			
	266 - Police Services Grants				266.11000 (Cash)	\$430.00			

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122926	10/17/2019 Invoice 59497	Open	Date 10/10/2019	Description Unarmed Security Services for Transit Center 9/16-9/30/19 Cash Account	Accounts Payable	CRIMETEK SECURITY	\$6,480.00		
	Paying Fund 426 - Transit - Fixed Route			426.11000 (Cash)					
122927	10/17/2019 Invoice 48007	Open	Date 10/07/2019	Description UNIT 1339/547 2019 BMW R1250RT REAR TIRE/BRAKE PADS Cash Account	Accounts Payable	CYCLE SPECIALTIES INC	\$367.24		
	Paying Fund 110 - General Fund			110.11000 (Cash)					
122928	10/17/2019 Invoice 134000146-2	Open	Date 10/07/2019	Description ANIMAL SERVICES RADIOS REMOVAL/INSTALLATION AS OF 9/30/19 Cash Account	Accounts Payable	DELTA WIRELESS & NETWORK	\$654.21		
	Paying Fund 110 - General Fund			110.11000 (Cash)					
122929	10/17/2019 Invoice 182145-3	Open	Date 10/10/2019	Description SR 05, 18-65 EAST TUOLUMNE MASTER PLAN FEE NEXUS STUDY -AUG 2019 Cash Account	Accounts Payable	ECONOMIC & PLANNING INC	\$1,708.75		
	Paying Fund 502 - Engineering			502.11000 (Cash)					
122930	10/17/2019 Invoice 5556972	Open	Date 10/08/2019	Description EQUIFAX-CREDIT CHECK SERVICES Cash Account	Accounts Payable	EQUIFAX	\$52.36		
	Paying Fund 255 - CDBG			255.11000 (Cash)					
122931	10/17/2019 Invoice 0079008-IN	Open	Date 10/08/2019	Description Lubricating Oil and Miscellaneous Products Cash Account	Accounts Payable	ER VINE & SONS INC	\$2,799.02		
	Paying Fund 110 - General Fund			110.11000 (Cash)					
	217 - Streets - Gas Tax			217.11000 (Cash)					
	246 - Landscape Assessment			246.11000 (Cash)					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					
	420 - WATER			420.11000 (Cash)					
	425 - Transit - Dial-A-Ride			425.11000 (Cash)					
	426 - Transit - Fixed Route			426.11000 (Cash)					
122932	10/17/2019 Invoice 09-30-2019	Open	Date 10/11/2019	Description SRWA Wet Well Construction - retention escrow for Sept 2019 Cash Account	Accounts Payable	F & M Bank, c/o	\$11,774.40		
	Paying Fund 950 - SRWA			950.11000 (Cash)					

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122933	10/17/2019	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$703.50		
	Invoice								
	26728		10/14/2019		Cast Wash Services - August 2019				
	CM26746		10/14/2019		CREDIT MEMO - 2 WASHES - AUGUST STMT 2019				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	205 - Sports Facilities				205.11000 (Cash)				
	255 - CDBG				255.11000 (Cash)				
	405 - Building				405.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	420 - WATER				420.11000 (Cash)				
	426 - Transit - Fixed Route				426.11000 (Cash)				
	501 - Information Technology				501.11000 (Cash)				
	502 - Engineering				502.11000 (Cash)				
122934	10/17/2019	Open			Accounts Payable	FASTENAL COMPANY INC	\$75.26		
	Invoice								
	CATUR158022		10/08/2019		CHLORINE ROOM REPAIR				
	CATUR158040		10/08/2019		WORK GLOVES - RESTOCK				
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
122935	10/17/2019	Open			Accounts Payable	FINANCIAL CREDIT NETWORK	\$556.98		
	Invoice								
	FCN-TRUT12-SEP19		10/09/2019		FCN - TRUT12 - SEP 2019				
	FCN-TRMS12-SEP19		10/09/2019		FCN - TRMS12 - SEP 2019				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	420 - WATER				420.11000 (Cash)				
122936	10/17/2019	Open			Accounts Payable	Formax	\$1,491.00		
	Invoice								
	118072		10/10/2019		SERVICE, ANNUAL-FORMAX INSERTER STUFFER				
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
122937	10/17/2019	Open			Accounts Payable	FRANK A. OLSEN COMPANY / ALL WEST EQUIPMENT CO	\$2,507.39		
	Invoice								
	243530		10/08/2019		6" DeZURIK PEC VALVE				
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
122938	10/17/2019	Open			Accounts Payable	GALL'S INC	\$982.46		
	Invoice								
	013829151		10/07/2019		(8) BLS OPERATOR KITS				
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)				
122939	10/17/2019	Open			Accounts Payable	GARTON TRACTOR INC	\$170.44		
	Invoice								
	CT54286		10/08/2019		SP00-4070				

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	Paying Fund			Cash Account					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					
122940	10/17/2019	Open			Accounts Payable	GDR ENGINEERING INC	\$1,350.00		
	Invoice		Date	Description					
	26050		10/10/2019	SR 03 On-Call: PM 19-01 Monte Vista & Crowell, LLA					
				19-02 Geer Rd					
	Paying Fund			Cash Account					
	502 - Engineering			502.11000 (Cash)					
122941	10/17/2019	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$1,383.50		
	Invoice		Date	Description					
	F911009		10/08/2019	DMC NUTRIENT STUDY					
	F911907		10/08/2019	SLUDGE					
	F9J0106		10/08/2019	DRINKING WATER WELL ANALYSIS					
	F9J2406		10/08/2019	DRINKING WATER WELL ANALYSIS					
	F911908		10/08/2019	SLUDGE					
	Paying Fund			Cash Account					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					
	420 - WATER			420.11000 (Cash)					
122942	10/17/2019	Open			Accounts Payable	GILLIG LLC	\$248.39		
	Invoice		Date	Description					
	40626375		10/08/2019	TRA19-1063P					
	40585067		10/08/2019	TRA18-1058P					
	Paying Fund			Cash Account					
	426 - Transit - Fixed Route			426.11000 (Cash)					
122943	10/17/2019	Open			Accounts Payable	GOMES PROPANE	\$82.33		
	Invoice		Date	Description					
	11511		10/14/2019	PROPANE FOR STREETS					
	11517		10/14/2019	PROPANE FOR STREETS					
	Paying Fund			Cash Account					
	217 - Streets - Gas Tax			217.11000 (Cash)					
122944	10/17/2019	Open			Accounts Payable	GRAINGER INC, W W	\$335.65		
	Invoice		Date	Description					
	9312968051		10/08/2019	DEPARTMENT SUPPLIES					
	9298811762		10/08/2019	DEPARTMENT SUPPLIES					
	Paying Fund			Cash Account					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					
122945	10/17/2019	Open			Accounts Payable	HACH COMPANY	\$12,029.41		
	Invoice		Date	Description					
	11651179		10/08/2019	HACH CABLES AND SENSORS FOR SAMPLER					
	11641649		10/08/2019	HACH CABLES AND SENSORS FOR SAMPLER					
	Paying Fund			Cash Account					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					
122946	10/17/2019	Open			Accounts Payable	HILMAR READY MIX	\$134.84		
	Invoice		Date	Description					
	9770		10/08/2019	CONCRETE FOR SLAB AT STORM 30 (REGIS & TAMPA)					
	Paying Fund			Cash Account					



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122947	410 - WATER QUALITY CONTROL (WQC)	Open		410.11000 (Cash)	Accounts Payable	HUB INT'L OF CA INS SVC	\$450.24		\$134.84
	Invoice		Date	Description				Amount	
	10/17/2019	Open	10/14/2019	LIABILITY INSURANCE FOR FACILITIES				\$348.00	
	OCTOBER 2019		10/14/2019	LIABILITY INSURANCE FOR FACILITIES				\$102.24	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$450.24	
122948	10/17/2019	Open		Accounts Payable		KEY SEAL PRODUCTS INC	\$339.34		
	Invoice		Date	Description				Amount	
	97215		10/14/2019	ASPHALT FOR STREETS				\$339.34	
	Paying Fund			Cash Account				Amount	
	217 - Streets - Gas Tax			217.11000 (Cash)				\$339.34	
122949	10/17/2019	Open		Accounts Payable		LEHIGH HANSON INC	\$173.32		
	Invoice		Date	Description				Amount	
	2057542		10/14/2019	ASPHALT FOR STREETS				\$86.33	
	2057035		10/14/2019	ASPHALT FOR STREETS				\$86.99	
	Paying Fund			Cash Account				Amount	
	217 - Streets - Gas Tax			217.11000 (Cash)				\$173.32	
122950	10/17/2019	Open		Accounts Payable		LINCOLN EQUIPMENT INC	\$1,561.22		
	Invoice		Date	Description				Amount	
	Q1019072		10/14/2019	POOL SUPPLIES				\$1,561.22	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$1,561.22	
122951	10/17/2019	Open		Accounts Payable		MAZE & ASSOCIATES	\$6,270.00		
	Invoice		Date	Description				Amount	
	33537		10/14/2019	FY 2017-18 Audit - Basic FS, MOIC, SA & PFA				\$6,270.00	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$6,270.00	
122952	10/17/2019	Open		Accounts Payable		MO-CAL OFFICE SOLUTIONS INC	\$2,648.47		
	Invoice		Date	Description				Amount	
	AR313957		10/14/2019	HR 7/7/19-8/6/19 (TASKALFA 5052CI)				\$218.91	
	AR313958		10/14/2019	PLANNING 7/8/19-8/7/19 (TASKALFA 5002I)				\$82.85	
	AR314660		10/14/2019	RECREATION 7/8/19-8/7/19 (TASKALFA 5002I)				\$45.90	
	AR313820		10/14/2019	MS ADMIN/VARIOUS - JUL 2019 (TASKALFA 3051CI)				\$240.77	
	AR313959		10/14/2019	FINANCE AR 7/7/19-8/6/19 (TASKALFA 5002I)				\$21.19	
	AR315042		10/14/2019	FINANCE AP 7/21/19-8/20/19 (TASKALFA 3551CI)				\$183.63	
	AR315217		10/14/2019	MS ADMIN (SPLIT 3) 7/21/19-8/20/19 (TASKALFA 3501I)				\$43.60	
	AR315252		10/14/2019	ENGINEERING 7/21/19-8/20/19 (TASKALFA 3552CI)				\$84.40	
	AR315253		10/14/2019	PD RECORDS 7/22/19-8/21/19 (TASKALFA 6002I)				\$78.83	
	AR315254		10/14/2019	ADMIN SERVICES 7/21/19-8/20/19 (TASKALFA 6002I)				\$66.56	
	AR315745		10/14/2019	PD DISPATCH - ANNUAL PAYMENT 8/1/19-7/31/20				\$194.99	
	AR315746		10/14/2019	RECREATION - ANNUAL PAYMENT 5/27/19-5/26/20 (ECOSYS M2535DN)				\$190.88	
	AR315757		10/14/2019	MS ADMIN/VARIOUS - AUG 2019 (TASKALFA 3051CI)				\$157.33	
	AR316057		10/14/2019	HR 8/7/19-9/6/19 (TASKALFA 5052CI)				\$214.84	

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AR316058	10/14/2019				PLANNING 8/8/19-9/7/19 (TASKALFA 5002I)				\$100.35
AR316059	10/14/2019				PD ADMIN 8/5/19-9/4/19 (TASKALFA 5002I)				\$45.85
AR316060	10/14/2019				FINANCE AR 8/7/19-9/6/19 (TASKALFA 5002I)				\$19.87
AR316230	10/14/2019				PD OPTS - ANNUAL PAYMENT 8/1/19-7/31/20 (TASKALFA 181)				\$205.25
AR318581	10/14/2019				HOUSING - QTRLY PAYMENT 6/20/19-9/19/19 (TASKALFA 3552CI)				\$452.47
Paying Fund					Cash Account				Amount
110 - General Fund					110.11000 (Cash)				\$1,525.43
255 - CDBG					255.11000 (Cash)				\$452.47
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)				\$287.99
420 - WATER					420.11000 (Cash)				\$273.49
426 - Transit - Fixed Route					426.11000 (Cash)				\$11.43
501 - Information Technology					501.11000 (Cash)				\$1.83
502 - Engineering					502.11000 (Cash)				\$84.40
950 - SRWA					950.11000 (Cash)				\$11.43
10/17/2019		Open			Accounts Payable	MODESTO BEE	\$1,165.50		
Invoice					Description				Amount
104344962	10/08/2019				CAPER Ad Spanish #4027				\$582.75
104344966	10/08/2019				CAPER Ad English #4026				\$582.75
Paying Fund					Cash Account				Amount
255 - CDBG					255.11000 (Cash)				\$1,165.50
10/17/2019		Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$523.41		
Invoice					Description				Amount
CA82-936558	10/08/2019				SPROCKETS FOR FLOATATOR #2 STAR WHEEL				\$523.41
Paying Fund					Cash Account				Amount
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)				\$523.41
10/17/2019		Open			Accounts Payable	MOTOROLA INC	\$1,829.56		
Invoice					Description				Amount
16071928	10/07/2019				ANALOG-ASTRO DIGITAL CAI				\$1,829.56
Paying Fund					Cash Account	OPERATION/PROJECT 25 9600 BAUD TRUNKING			Amount
110 - General Fund					110.11000 (Cash)				\$1,829.56
10/17/2019		Open			Accounts Payable	NELSONI NYGAARD CONSULTING ASSOCIATES INC	\$6,137.50		
Invoice					Description				Amount
75992	10/10/2019				18-34 SHORT RANGE TRANSIT PLAN FY 2019-24				\$6,137.50
Paying Fund					Cash Account				Amount
426 - Transit - Fixed Route					426.11000 (Cash)				\$6,137.50
10/17/2019		Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,121.92		
Invoice					Description				Amount
8577-312404	10/08/2019				BLD14-357				\$44.87
8577-312472	10/08/2019				PK13-4410				\$8.44
8577-312478	10/08/2019				ENG05-338				\$10.95
8577-312468	10/08/2019				PK13-440				\$16.08
8577-312068	10/08/2019				PK13-4410				\$30.61
8577-312569	10/08/2019				NP06-1150				\$163.53

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8577-312149	10/08/2019			10/08/2019	NOTE 7119				
8577-312120	10/08/2019			10/08/2019	TRA19-1063P			\$50.47	
8577-312206	10/08/2019			10/08/2019	POL16-1145			\$72.31	
8577-312069	10/08/2019			10/08/2019	PK13-4410			\$143.98	
8577-312429	10/08/2019			10/08/2019	BUSHING			\$91.76	
8577-312392	10/08/2019			10/08/2019	ENG05-338			\$2.79	
8577-312357	10/08/2019			10/08/2019	PK13-4410			\$346.10	
8577-312455	10/08/2019			10/08/2019	PK13-4410			\$143.46	
Paying Fund					Cash Account			(\$3.43)	
110 - General Fund					110.11000 (Cash)			Amount	
217 - Streets - Gas Tax					217.11000 (Cash)			\$597.22	
405 - Building					405.11000 (Cash)			\$50.47	
426 - Transit - Fixed Route					426.11000 (Cash)			\$44.87	
502 - Engineering					502.11000 (Cash)			\$72.31	
10/17/2019		Open			Accounts Payable	ON THE SPOT DESIGN	\$226.54		
Invoice					Description		Amount		
1626	10/08/2019			10/08/2019	TRA19-1063P		\$226.54		
Paying Fund					Cash Account		Amount		
426 - Transit - Fixed Route					426.11000 (Cash)		\$226.54		
10/17/2019		Open			Accounts Payable	OVERAA & CO INC, C	\$223,713.60		
Invoice					Description		Amount		
190641	10/11/2019			10/11/2019	SRWA - Wet Well Construction for Sept 2019		\$223,713.60		
Paying Fund					Cash Account		Amount		
950 - SRWA					950.11000 (Cash)		\$223,713.60		
10/17/2019		Open			Accounts Payable	P G & E	\$584.08		
Invoice					Description		Amount		
1032 Souza 10/6	10/14/2019			10/14/2019	1032 Souza St Acct#3318925107-8		\$3.95		
808&810 Soderqst	10/14/2019			10/14/2019	808 & 810 S. Soderquist Acct # 0148040468-8 9/4-10/2/19		\$5.72		
CityHall-10/9/19	10/14/2019			10/14/2019	3254375586-5 / 156 S Broadway		\$66.03		
Senior-10/9/19	10/14/2019			10/14/2019	2890831960-2 / 1191 Cahill St		\$48.76		
Fire#1-10/9/19	10/14/2019			10/14/2019	3159594551-5 / 540 Marshall St		\$172.88		
WQC-10.10.19	10/14/2019			10/14/2019	6349543820-0 / 901 S Walnut Rd		\$54.94		
AC-10/10/19	10/14/2019			10/14/2019	6266210492-6 / 801 S Walnut Rd		\$7.84		
WQC-10/10/19	10/14/2019			10/14/2019	6307877156-3 / 901 S Walnut Rd		\$161.49		
Wint#E-10/10/19	10/14/2019			10/14/2019	6141210500-1 / 701 S Walnut Rd E		\$7.84		
Fire#2-10/10/19	10/14/2019			10/14/2019	6182877164-4 / 791 S Walnut Rd		\$24.21		
Fire#3-10/6/19	10/14/2019			10/14/2019	2087893140-9 / 501 E Monte Vista Ave		\$30.42		
Paying Fund					Cash Account		Amount		
110 - General Fund					110.11000 (Cash)		\$350.14		
217 - Streets - Gas Tax					217.11000 (Cash)		\$7.84		
255 - CDBG					255.11000 (Cash)		\$3.95		
256 - Stanislaus Housing Consortium					256.11000 (Cash)		\$5.72		
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)		\$216.43		
10/17/2019		Open			Accounts Payable	QuestMark Information Management, Inc.	\$1,090.00		
Invoice					Description		Amount		
836113	10/14/2019			10/14/2019	LEAF PICKUP FLYERS		\$1,090.00		
Paying Fund					Cash Account		Amount		

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122962	10/17/2019	Open	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	RAY MORGAN COMPANY	\$2,915.00		\$1,090.00
	Invoice				Description	Amount			
	2690254		10/14/2019		Printer Usage & Maintenance for 8/12/19-9/11/19	\$2,915.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$2,217.03			
	255 - CDBG				255.11000 (Cash)	\$20.99			
	405 - Building				405.11000 (Cash)	\$31.77			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$250.72			
	420 - WATER				420.11000 (Cash)	\$149.61			
	501 - Information Technology				501.11000 (Cash)	\$3.85			
	502 - Engineering				502.11000 (Cash)	\$241.03			
122963	10/17/2019	Open			Accounts Payable	REED INC, GEORGE	\$107.76		
	Invoice				Description	Amount			
	100192101		10/14/2019		ASPHALT FOR STREETS	\$107.76			
	Paying Fund				Cash Account	Amount			
	217 - Streets - Gas Tax				217.11000 (Cash)	\$107.76			
122964	10/17/2019	Open			Accounts Payable	RICHARDS WATSON & GERSHON	\$980.00		
	Invoice				Description	Amount			
	223485		10/11/2019		Professional legal services for SA August 2019	\$980.00			
	Paying Fund				Cash Account	Amount			
	621 - Successor Agency - Non LMI				621.11000 (Cash)	\$980.00			
122965	10/17/2019	Open			Accounts Payable	ROLAND PHD, JOCELYN E	\$1,000.00		
	Invoice				Description	Amount			
	17167		10/07/2019		POLICE OCTOBER 2019 CONTRACT	\$1,000.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$1,000.00			
122966	10/17/2019	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$3,244.00		
	Invoice				Description	Amount			
	3586-8.28.19		10/09/2019		Spirometry	\$75.00			
	12471-8.28.19		10/09/2019		Spirometry	\$75.00			
	73528-8.28.19		10/09/2019		Spirometry	\$75.00			
	103378-8.28.19		10/09/2019		Spirometry	\$75.00			
	121647-8.16.19		10/14/2019		Work Wellness UDS	\$47.00			
	121705-8.19.19		10/14/2019		Work Wellness UDS	\$47.00			
	100971-8.16.19		10/14/2019		Work Wellness UDS	\$47.00			
	121685-8.19.19		10/14/2019		PPD Skin Test	\$25.00			
	46856-8.12.19		10/14/2019		Spirometry	\$75.00			
	100936-8.27.19		10/14/2019		MRO Drug	\$60.00			
	96822-8.19.19		10/14/2019		MRO Drug	\$60.00			
	119146-8.19.19		10/14/2019		Work Wellness UDS	\$47.00			
	121650-8.16.19		10/14/2019		PPD Skin Test	\$25.00			
	119922-08.09.19		10/14/2019		Spirometry	\$75.00			
	109969-8.26.19		10/14/2019		Work Wellness UDS	\$47.00			
	121651-8.16.19		10/14/2019		DMV Physical Exam	\$99.00			
	41011-8.19.19		10/14/2019		Spirometry	\$75.00			
	15585-8.27.19		10/14/2019		DMV Physical Exam	\$99.00			
	24984-8.08.19		10/14/2019		DMV Physical Exam	\$99.00			

# Payment Register

From Payment Date: 10/11/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9594	1-8.22.19		10/14/2019		DMV Physical Exam				
11920	8.06.19		10/14/2019		PPD Skin Test		\$99.00	\$99.00	
6103	8.23.19		10/14/2019		Spirometry		\$25.00	\$25.00	
121655	8.16.19		10/14/2019		Work Wellness UDS		\$75.00	\$75.00	
3587	8.23.19		10/14/2019		Spirometry		\$47.00	\$47.00	
84550	8.28.19		10/14/2019		Spirometry		\$75.00	\$75.00	
109967	8.07.19		10/14/2019		Hepatitis B Vaccine		\$75.00	\$75.00	
109967	8.21.19		10/14/2019		Spirometry		\$75.00	\$75.00	
121624	8.15.19		10/14/2019		Work Wellness UDS		\$47.00	\$47.00	
120441	8.19.19		10/14/2019		MRO Drug		\$60.00	\$60.00	
120986	8.01.19		10/14/2019		Work Wellness UDS		\$115.00	\$115.00	
286	8.21.19		10/14/2019		Spirometry		\$75.00	\$75.00	
101163	8.26.19		10/14/2019		Spirometry		\$75.00	\$75.00	
11208	8.01.19		10/14/2019		DMV Physical Exam		\$99.00	\$99.00	
90784	8.16.19		10/14/2019		Work Wellness UDS		\$47.00	\$47.00	
41777	8.23.19		10/14/2019		Spirometry		\$75.00	\$75.00	
3882	8.23.19		10/14/2019		Spirometry		\$75.00	\$75.00	
71630	8.05.19		10/14/2019		PPD Skin Test		\$25.00	\$25.00	
60418	8.13.19		10/14/2019		DMV Physical Exam		\$99.00	\$99.00	
29229	8.16.19		10/14/2019		Hepatitis B Vaccine		\$75.00	\$75.00	
23446	8.21.19		10/14/2019		Spirometry		\$75.00	\$75.00	
111029	8.12.19		10/14/2019		Work Wellness UDS		\$115.00	\$115.00	
107201	8.07.19		10/14/2019		Work Wellness UDS		\$47.00	\$47.00	
121720	8.19.19		10/14/2019		Work Wellness UDS		\$47.00	\$47.00	
121658	8.16.19		10/14/2019		Work Wellness UDS		\$47.00	\$47.00	
101008	8.05.19		10/14/2019		Hepatitis B Vaccine		\$75.00	\$75.00	
101008	8.21.19		10/14/2019		Spirometry		\$75.00	\$75.00	
109966	8.23.19		10/14/2019		Spirometry		\$75.00	\$75.00	
82812	8.07.19		10/14/2019		PPD Skin Test		\$25.00	\$25.00	
					Cash Account		Amount		
					110.11000 (Cash)		\$830.00	\$830.00	
					217.11000 (Cash)		\$99.00	\$99.00	
					246.11000 (Cash)		\$107.00	\$107.00	
					410.11000 (Cash)		\$1,200.00	\$1,200.00	
					420.11000 (Cash)		\$862.00	\$862.00	
					426.11000 (Cash)		\$146.00	\$146.00	
122967	10/17/2019	Open			Accounts Payable	Sacramento Bank of Commerce, c/o	\$7,750.00		
					Invoice				
					RET PP5/CP18-59	Escrow Agmt for CP 18-59 Well 8 GAC System Rehab	Amount		
					- Sept 2019		\$7,750.00	\$7,750.00	
					Cash Account		Amount		
					420.11000 (Cash)		\$7,750.00	\$7,750.00	
122968	10/17/2019	Open			Accounts Payable	SAFE-T-LITE CO INC	\$282.63		
					Invoice				
					361049	TRAFFIC CONTROL DEVICE FOR OUR LADY OF	Amount		
						FATIMA	\$282.63	\$282.63	
					Cash Account		Amount		
					110.11000 (Cash)		\$282.63	\$282.63	

# Payment Register

From Payment Date: 10/11/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122969	10/17/2019 Invoice 639492 Paying Fund 110 - General Fund	Open	Date 10/07/2019	Description FEDERAL TOP GUN 12GA 2 3/4" #8 SHOT Cash Account 110.11000 (Cash)	Accounts Payable	SAN DIEGO POLICE EQUIP	\$121.03		
122970	10/17/2019 Invoice 0132099-IN Paying Fund 204 - AB 939 Integrated Waste Mgmt	Open	Date 10/08/2019	Description BACK TO BASICS FLYER Cash Account 204.11000 (Cash)	Accounts Payable	SEEGERS PRINTING INC	\$2,480.05		
122971	10/17/2019 Invoice 6/8/19-9/14/19 Paying Fund 256 - Stanislaus Housing Consortium	Open	Date 10/08/2019	Description STANISLAUS COUNTY HOME CONSORTIUM FY2019-2020 Cash Account 256.11000 (Cash)	Accounts Payable	STANISLAUS CO PLANNING	\$741.72		
122972	10/17/2019 Invoice 2019 Oct-Dec HOA Paying Fund 255 - CDBG	Open	Date 10/11/2019	Description Homeowner Association Dues Oct-Dec 2019 900 W. Canal Unit #100 Cash Account 255.11000 (Cash)	Accounts Payable	Stanislaus County Almond Court Homeowner's Assoc	\$243.00		
122973	10/17/2019 Invoice 406563 Paying Fund 110 - General Fund	Open	Date 10/07/2019	Description SEPTEMBER 2019 FINGERPRINTING Cash Account 110.11000 (Cash)	Accounts Payable	STATE OF CALIFORNIA	\$1,628.00		
122974	10/17/2019 Invoice S135451 Paying Fund 110 - General Fund	Open	Date 10/07/2019	Description UNIT #1294/576 VEHICLE EQUIP INSTALL Cash Account 110.11000 (Cash)	Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$2,096.54		
122975	10/17/2019 Invoice RET/CP1923 FINAL/CP1923 Paying Fund 410 - WATER QUALITY CONTROL (WQC)	Open	Date 10/15/2019	Description 19-23 RWQCF Electrical Srv Bldg Roof Repair- Retention Release 19-23 RWQCF Primary Electrical Srv Bldg Roof Repair- CCO 1(Final) Cash Account 410.11000 (Cash)	Accounts Payable	STRAIGHT EDGE ROOFING INC.	\$3,443.20		
122976	10/17/2019 Invoice Stint: 10/9/19 Paying Fund 216 - Streets - Local Transportation	Open	Date 10/14/2019	Description 000208-104054-0001 / Hawkeye & Denair Cash Account 216.11000 (Cash)	Accounts Payable	T I D	\$47.40		

# Payment Register

From Payment Date: 10/1/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122977	10/17/2019 Invoice	Open			Accounts Payable	TEICHERT CONSTRUCTION INC	\$1,247,705.48		
	PP13-CP1730		Date	Description			Amount		
			10/10/2019	17-30 West Main Corridor Rehabilitation Measure L -			\$1,247,705.48		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			\$1,247,705.48		
122978	10/17/2019	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$2,441.43		
	Invoice		Date	Description			Amount		
	269437		10/08/2019	LIQUID CHLORINE			\$14,441.43		
	269438		10/08/2019	LIQUID CHLORINE - EMPTIES			(\$8,000.00)		
	269075		10/08/2019	LIQUID CHLORINE - EMPTIES			(\$4,000.00)		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,441.43		
122979	10/17/2019	Open			Accounts Payable	THERMO KING MODESTO INC	\$3,005.02		
	Invoice		Date	Description			Amount		
	SM77582		10/08/2019	TRA15-1042 NEEDS NEW A/C COMPRESSOR			\$3,005.02		
	Paying Fund			Cash Account			Amount		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$3,005.02		
122980	10/17/2019	Open			Accounts Payable	TOKEN TRANSIT INC.	\$10,500.00		
	Invoice		Date	Description			Amount		
	INV-0030		10/10/2019	Validator Hardware for Transit Buses			\$10,500.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit - Fixed Route			426.11000 (Cash)			\$10,500.00		
122981	10/17/2019	Open			Accounts Payable	TRITECH SOFTWARE SYSTEMS	\$136,227.38		
	Invoice		Date	Description			Amount		
	250488		10/07/2019	15% DUE AT COMPLETION OF CAD/MOBILE FUNCTIONAL TESTING			\$136,227.38		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$136,227.38		
122982	10/17/2019	Open			Accounts Payable	TURF STAR	\$650.94		
	Invoice		Date	Description			Amount		
	616646-00		10/08/2019	PK11-4401A			\$536.14		
	7077144-01		10/08/2019	PK11-4400			\$114.80		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$650.94		
122983	10/17/2019	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$1,434.79		
	Invoice		Date	Description			Amount		
	1815670		10/07/2019	SEPTEMBER 2019 SERVICES			\$1,434.79		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$128.79		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$346.00		
	266 - Police Services Grants			266.11000 (Cash)			\$960.00		
122984	10/17/2019	Open			Accounts Payable	UNITED RENTAL INC	\$411.01		
	Invoice		Date	Description			Amount		
	174201146-001		10/08/2019	SHORING HAND PUMP RENTAL			\$411.01		
	Paying Fund			Cash Account			Amount		

# Payment Register

From Payment Date: 10/1/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122985	10/17/2019	Open			420 - WATER				
	Invoice				420.11000 (Cash)			\$411.01	
	5499189		09/25/2019		Trustee Adm. Fees - SRB 2012, 9/1/19 - 8/31/20	US BANK	\$2,117.50		
	Paying Fund				Cash Account			\$2,117.50	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$2,117.50	
122986	10/17/2019	Open							
	Invoice					Accounts Payable		\$1,858.39	
	CL87742		10/14/2019		FIRE - FUEL 7/16/19 TO 7/31/19	VAN DE POL ENTERPRISE INC			
	CM-CL87502		10/14/2019		FIRE - FUEL 7/16/19 TO 7/31/19 CREDIT			\$874.02	
	CL88464		10/14/2019		FIRE - FUEL 9/1/19 TO 9/15/19			(\$518.34)	
	CL87980		10/14/2019		FIRE - FUEL 8/1/19 TO 8/15/19			\$601.36	
	CL88697		10/14/2019		FIRE - FUEL 9/16/19 TO 9/30/19			\$370.56	
	Paying Fund				Cash Account			\$530.79	
	110 - General Fund				110.11000 (Cash)			\$1,858.39	
122987	10/17/2019	Open							
	Invoice					Accounts Payable		\$3,111.99	
	9839403205		10/14/2019		972530635-00003 ENGINEERING (9/4-10/3/19)	VERIZON WIRELESS			
	9839403210		10/14/2019		972530635-00013 RECREATION ASES (9/4-10/3/19)			\$894.74	
	9839403208		10/14/2019		972530635-00008 CITY MANAGER (9/4-10/3/19)			\$419.88	
	9839403209		10/14/2019		972530635-00010 IPADS - COUNCIL (9/4-10/3/19)			\$38.01	
	9839403207		10/14/2019		972530635-00006 HOUSING (9/4-10/3/19)			\$114.03	
	9839403214		10/14/2019		972530635-00019 ELECTRICAL (9/4-10/3/19)			\$54.42	
	9839403212		10/14/2019		972530635-00016 WQC (9/4-10/3/19)			\$176.37	
	9839403213		10/14/2019		972530635-00017 - IT (9/4-10/3/19)			\$239.34	
	9839403206		10/14/2019		972530635-00004 BUILDING & PLANNING (9/4-10/3/19)			\$130.55	
	2020-00000537		10/14/2019		972530635-00015 UTILITIES (9/4-10/3/19)			\$242.98	
	Paying Fund				Cash Account			\$801.67	
	110 - General Fund				110.11000 (Cash)			\$396.38	
	255 - CDBG				255.11000 (Cash)			\$54.42	
	270 - Recreation Grants				270.11000 (Cash)			\$213.55	
	405 - Building				405.11000 (Cash)			\$204.97	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$719.79	
	420 - WATER				420.11000 (Cash)			\$497.59	
	426 - Transit - Fixed Route				426.11000 (Cash)			\$219.20	
	501 - Information Technology				501.11000 (Cash)			\$130.55	
	502 - Engineering				502.11000 (Cash)			\$675.54	
122988	10/17/2019	Open							
	Invoice					Accounts Payable		\$764.60	
	389176		09/19/2019		PK19-45219	WEST STEEL & PLASTIC			
	389392		09/20/2019		METAL MATERIAL FOR STORM #16 UPGRADE			\$102.67	
	390329		10/08/2019		SUPPLIES			\$482.20	
	Paying Fund				Cash Account			\$179.73	
	110 - General Fund				110.11000 (Cash)			\$102.67	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$661.93	



# Payment Register

From Payment Date: 10/11/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122989	10/17/2019	Open			Accounts Payable	WEST YOST ASSOCIATES	\$90,501.77		
	Invoice		Date	Description		Amount			
	2038970		10/10/2019	17-228 Construction Mgmt Svcs for NVRWP 8/10/19-9/6/19		\$90,501.77			
	Paying Fund			Cash Account					
	416 - Recycled Water Sales			416.11000 (Cash)		\$90,501.77			
122990	10/17/2019	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$1,772.63		
	Invoice		Date	Description		Amount			
	S1930131.002		10/08/2019	NEW VFD MOUNTING KIT		\$95.71			
	S1931375.001		10/08/2019	REPLACEMENT E STOPS FOR CHLORINE BUILDING		\$247.79			
	S1934472.001		10/08/2019	RF RADIO LINK FOR SEWER & STORM STATION		\$1,429.13			
	Paying Fund			Cash Account					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,772.63			
122991	10/17/2019	Open			Accounts Payable	BAILEY ENTERPRISES INC.	\$537.60		
	Invoice		Date	Description		Amount			
	MTR #15986889		10/10/2019	HYDRANT USE PERMIT REFUND		\$537.60			
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)		\$800.00			
	420 - WATER			420.11000 (Cash)		(\$262.40)			
122992	10/17/2019	Open			Accounts Payable	FREE METHODIST CHURCH OF TURLOCK	\$129.78		
	Invoice		Date	Description		Amount			
	9/28/19		10/14/2019	REFUND FOR DEPOSIT - FREEDOM RUN 9/28/19		\$129.78			
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)		\$129.78			
122993	10/17/2019	Open			Accounts Payable	MM ENTERPRISES USA, LLC	\$2,000.00		
	Invoice		Date	Description		Amount			
	2020-00007986		10/15/2019	DONATION REFUND		\$2,000.00			
	Paying Fund			Cash Account					
	266 - Police Services Grants			266.11000 (Cash)		\$2,000.00			
122994	10/17/2019	Open			Accounts Payable	PICCIANO, ERIC	\$600.00		
	Invoice		Date	Description		Amount			
	FY19/20-PROF DEV		10/11/2019	Prof Development FY 19-20		\$600.00			
	Paying Fund			Cash Account					
	405 - Building			405.11000 (Cash)		\$600.00			
122995	10/17/2019	Open			Accounts Payable	SIMILE CONSTRUCTION SERVICE, INC.	\$1,622.42		
	Invoice		Date	Description		Amount			
	MTR #14759391		10/10/2019	HYDRANT USE PERMIT REFUND		\$1,622.42			
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)		\$2,000.00			
	420 - WATER			420.11000 (Cash)		(\$377.58)			
122996	10/17/2019	Open			Accounts Payable	Slama , Sharlene	\$500.00		
	Invoice		Date	Description		Amount			
	WS Permit 19017		10/14/2019	Refund Deposit		\$500.00			
	Paying Fund			Cash Account					

# Payment Register

From Payment Date: 10/11/2019 - To Payment Date: 10/17/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122997	10/17/2019	Open		10/17/2019	Accounts Payable	SOUSA, JOSH	\$500.00		
	Invoice								
	8045820			10/14/2019	REFUND FOR PLAY PUNCHES				
	Paying Fund				Cash Account		\$65.00		
	110 - General Fund				110.11000 (Cash)		\$65.00		
Type Check Totals:							\$2,128,199.27		
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$2,128,199.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$2,128,199.27	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$2,128,199.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$2,128,199.27	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$2,128,199.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$2,128,199.27	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$2,128,199.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$2,128,199.27	\$0.00

6B1

OCTOBER 8, 2019  
5:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California



**DRAFT**

**MINUTES**  
**Special Meeting**  
**Turlock City Council**

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 5:03 p.m.

B. **ROLL CALL:**

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

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

ABSENT: None

C. **DECLARATION OF CONFLICTS:** None

1. **PUBLIC PARTICIPATION:**

The following members of the public spoke:

DJ Fransen

Staff provided brief comment in response to public comment.

2. **CLOSED SESSION:**

*City Attorney Douglas L. White introduced the Closed Session Items.*

- A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)  
*"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."*

Agency Designated Representative: City Attorney Douglas L. White

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employees Association

Employee Organization: Turlock Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

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



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- B. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)  
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."  
Potential Case: (1 case)
- C. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)  
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."  
Title: City Manager
- D. Liability Claims, Cal. Gov't Code §54956.95  
"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."  
Claimant: Michael Anhar  
Agency Claimed Against: City of Turlock
- E. Liability Claims, Cal. Gov't Code §54956.95  
"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."  
Claimant: Regina Winters  
Agency Claimed Against: City of Turlock

Mayor Bublak recessed the Special City Council Meeting at 6:01 p.m.  
Mayor Bublak reconvened the Special City Council Meeting at 8:15 p.m.

### 3. REPORTS FROM CLOSED SESSION:

City Attorney Douglas L. White reported for Closed Session Items 2A, 2B, and 2C that Council provided direction to staff, but no reportable action was taken.

City Attorney Douglas L. White reported for Closed Session Item 2D (Claim Filed Against the City by Michael Anhar) and Closed Session Item 2E (Claim Filed Against the City by Regina Winters) the City Council by a 5/0 vote rejected these claims for damages.



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**4. ADJOURNMENT:**

Motion Bublak adjourned the special meeting at 8:48 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Jennifer Land  
City Clerk

OCTOBER 8, 2019  
 6:00 p.m.  
 City of Turlock Yosemite Room  
 156 S. Broadway, Turlock, California



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

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 6:05 p.m.

B. **SALUTE TO THE FLAG**

C. **ROLL CALL:**

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

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

ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

1. **CLOSED SESSION:** None

2. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

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

**Action:** Motion by Councilmember Nosrati, seconded by Councilmember Arellano,  
 Approving the agenda as posted. Motion carried 5/0 by the following vote:

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

3. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS,  
 PRESENTATIONS, AND BRIEFINGS:** None

4. **PUBLIC PARTICIPATION:**

The following members of the public spoke:

Turlock Unified School District Superintendent Dana Trevethan

Michelle Park

Stanislaus County Turlock Public Library Supervising Librarian Diane Bartlett

DJ Fransen

Council and staff provided brief comment in response to public comment.



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

**Action:** Motion by Councilmember Nosrati, seconded by Councilmember Larson, Waiving reading of all Ordinances on the agenda, except by title. Motion carried 5/0 by the following vote:

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

6. CONSENT CALENDAR:

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

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

- A. **Resolution No. 2019-171:** Accepting Weekly Demands of 9/5/19 in the amount of \$1,168,458.73; Weekly Demands of 9/12/19 in the amount of \$533,339.83
- B. **Motion:** Accepting Minutes of the Special Meeting of August 27, 2019; Minutes of the Regular Meeting of August 27, 2019; Minutes of the Special Meeting of September 10, 2019; Minutes of the Regular Meeting of September 10, 2019
- C. **Resolution No. 2019-172:** Accepting the Turlock Downtown Property Owners Association 2018-2019 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650
- D. **Resolution No. 2019-173:** Approving a revision to the allocated personnel, adopted by the City Council on June 11, 2019, changing the allocation of a Wastewater Plant Operator I to a Wastewater Plant Operator Sr.
- E. **Resolution No. 2019-174:** Increasing budgeted revenue in the amount of \$37,000 to account number 206-20-441.35197\_013 "Admin Fee Towed Vehicle Release" from anticipated fund balance with the closure of the OTS Grant in account number 266-20-255-350 "OTS Vehicle Impound" and appropriating \$19,500 from Fund 206 "Traffic Safety" anticipated unallocated reserves in the amounts of \$8,000 to account number 206-20-441.41100\_001 "Overtime Standard," \$3,000 to account number 206-20-441.43125\_036 "Maintenance Traffic Equipment," \$3,000 to account number 206-20-441.44001\_000 "Supplies General," and \$5,500 to account number 206-20-441.47095\_000 "Training General"
- F. **Resolution No. 2019-175:** Authorizing the City Manager to execute all necessary documents related to submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the State of California Department of Housing and Community Development for the Affordable Housing and Sustainable Communities Program
- G. **Resolution No. 2019-176:** Accepting donations made to the City of Turlock Parks, Recreation and Public Facilities Department from various donors in January 2019 through June 2019 in the amount of \$549 (monetary donations) in account number 270-61-635-399.37200\_000 "Donations General" to fund a variety of Parks, Recreation and Public Facilities Department programs, scholarships, and activities



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7. FINAL READINGS:

- A. Ordinance: Adopting an Ordinance approving a Development Agreement by and between the City of Turlock and JDI Farms, Inc. located at 600 D Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 043-018-016 as introduced at the September 24, 2019 City Council meeting

City Attorney Douglas L. White provided an overview of this item and at the request of Council provided information regarding the Commercial Cannabis Pilot Program including retail and non-retail licenses, the development agreement and conditional use permit processes, and prohibition of onsite consumption.

Mayor Bublak opened the public participation.

The following members of the public spoke:

DJ Fransen

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

Council and staff discussed this item.

**Action:** **Ordinance No. 1264-CS**, Motion by Councilmember Larson, seconded by Councilmember Esquer, Approving a Development Agreement by and between the City of Turlock and JDI Farms, Inc. located at 600 D Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 043-018-016 as introduced at the September 24, 2019 City Council meeting was passed and adopted 4/1 by the following vote:

Councilmember Arellano	Councilmember Nosrati	Councilmember Larson	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	No

8. PUBLIC HEARINGS: None

9. ACTION ITEMS:

- A. Interim Development Services Director Nathan Bray presented the staff report on the request to amend a portion of City Council Resolution No. 2015-128 and adopting a revised Supplemental Fee for Infrastructure Improvements required to implement the East Tuolumne Master Plan within the City of Turlock resulting in a lower master plan fee

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of public spoke:





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Chris Hawke

Mayor Bublak closed public participation.

**Action:** **Resolution No. 2019-177:** Amending a portion of City Council Resolution No. 2015-128 and adopting a revised Supplemental Fee for Infrastructure Improvements required to implement the East Tuolumne Master Plan within the City of Turlock resulting in a lower master plan fee as introduced by Councilmember Arellano, seconded by Councilmember Esquer, and carried 5/0 by the following vote:

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

- B. Parks, Recreation and Public Facilities Event Coordinator Amber Traini presented the staff report on the request to accept a donation from MedMen to be used for the City of Turlock Active Military Banner Program in the amount of \$7,000 to be appropriated into revenue account number 269-60-614-414.37200\_000 "Donations General" and expenditure account number 269-60-614-414.44001\_000 "Supplies General"

Council and staff discussed this item including concerns and perceptions with accepting a donation from a commercial cannabis business/applicant and a recommendation to potentially seek donations from other donors to help fund this program.

Mayor Bublak opened public participation.

The following members of the public spoke:

DJ Fransen

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

**Action:** **Resolution:** Accepting a donation from MedMen to be used for the City of Turlock Active Military Banner Program in the amount of \$7,000 to be appropriated into revenue account number 269-60-614-414.37200\_000 "Donations General" and expenditure account number 269-60-614-414.44001\_000 "Supplies General" as introduced by Councilmember Esquer, seconded by Councilmember Larson, and failed 2/3 by the following vote:

Councilmember Arellano	Councilmember Nosrati	Councilmember Larson	Councilmember Esquer	Mayor Bublak
No	No	Yes	Yes	No

- C. Assistant to the City Manager for Economic Development/Community Housing Maryn Pitt presented the staff report on the request to approve the purchase and sale agreement, loan agreement, and joint escrow instructions for the sale of the property located at 736/738 Park Street, Turlock (APN 050-028-007-000), to be sold to WeCare, a non-profit organization, in



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the amount of \$332,000, subject to the terms and conditions as outlined in Attachment A and authorize the City Manager to sign all necessary documents to effectuate the transaction

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

We Care Program Board President Kelvin Jasek-Rysdahl  
DJ Fransen

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

**Action:** Motion by Councilmember Esquer, seconded by Councilmember Nosrati, Approving the purchase and sale agreement, loan agreement, and joint escrow instructions for the sale of the property located at 736/738 Park Street, Turlock (APN 050-028-007-000), to be sold to WeCare, a non-profit organization, in the amount of \$332,000, subject to the terms and conditions as outlined in Attachment A and authorizing the City Manager to sign all necessary documents to effectuate the transaction. Motion carried 5/0 by the following vote:

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

- D. Assistant to the City Manager for Economic Development/Community Housing Maryn Pitt presented the staff report on the request to approve the purchase and sale agreement, loan agreement, and joint escrow instructions for the sale of the property located at 808/810 South Soderquist Road, Turlock (APN 050-007-051-000), to be sold to Greater Modesto Interfaith Hospitality Network dba Family Promise of Greater Modesto, a non-profit organization, in the amount of \$358,000, subject to the terms and conditions as outlined in Attachment A and authorize the City Manager to sign all necessary documents to effectuate the transaction

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

Family Promise of Greater Modesto Executive Director Tamra Losinski

Mayor Bublak closed public participation.



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**Action:** Motion by Councilmember Arellano, seconded by Councilmember Esquer, Approving the purchase and sale agreement, loan agreement, and joint escrow instructions for the sale of the property located at 808/810 South Soderquist Road, Turlock (APN 050-007-051-000), to be sold to Greater Modesto Interfaith Hospitality Network dba Family Promise of Greater Modesto, a non-profit organization, in the amount of \$358,000, subject to the terms and conditions as outlined in Attachment A and authorizing the City Manager to sign all necessary documents to effectuate the transaction. Motion carried 5/0 by the following vote:

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

**10. CITY MANAGER REPORTS/UPDATES:**

**A. Economic Development Update**

Assistant to the City Manager for Economic Development/Community Housing Maryn Pitt provided an update regarding economic development in the City of Turlock including economic indicators, new businesses, job development, and economic development activities.

Council and staff discussed this item.

**11. COUNCIL ITEMS FOR FUTURE CONSIDERATION:**

Councilmember Larson expressed interest in reevaluating the City of Turlock General Plan.

Mayor Bublak inquired if the Council is interested in having a workshop regarding bonding for roads.

Mayor Bublak also inquired if the Council is interested in having discussions regarding a Home for the Holidays initiative to promote holiday shopping within the local community.

**12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS:**

Councilmember Arellano spoke regarding positive feedback received regarding the roads workshop, requested community holiday events be added to the website, her recent trip to Dallas which included tours of senior facilities and affordable housing projects, expressed thanks to staff for their efforts in keeping the City moving, and requested staff assistance with homelessness on the freeway.

Councilmember Larson spoke regarding her, Councilmember Esquer's, and Interim Development Services Director Nathan Bray's recent meeting with the California Transportation Commission regarding transportation needs in Turlock.

Councilmember Esquer spoke regarding community engagement and his efforts to begin conducting neighborhood meetings within his district.



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Councilmember Nosrati spoke regarding Movie in the Park (Broadway Park) on October 18, 2019.

Mayor Bublak, on behalf of Citizen Ernie Peters, expressed thanks to public safety for their service/assistance during the loss of his brother, spoke regarding having contracted with Perry Communications to assist with community outreach, and expressed thanks to those who were wearing pink shirts at the meeting (for Breast Cancer Awareness month).

**13. CLOSED SESSION (*continuation of Closed Session if necessary*):** None

**14. REPORTS FROM CLOSED SESSION:** None

**15. ADJOURNMENT**

Mayor Bublak adjourned the regular meeting at 8:10 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Jennifer Land  
City Clerk

6B3

OCTOBER 14, 2019  
9:00 a.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California



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MINUTES  
Special Meeting  
Turlock City Council

0. A. CALL TO ORDER – Mayor Bublak called the meeting to order at 9:00 a.m.
- B. SALUTE TO THE FLAG
- C. ROLL CALL:

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

PRESENT: Councilmembers Becky Arellano, Nicole Larson, Andrew Nosrati, Gil Esquer,  
and Mayor Amy Bublak.  
ABSENT: None

- D. DECLARATION OF CONFLICTS: None

1. PUBLIC PARTICIPATION: None

2. CLOSED SESSION:

City Attorney Douglas L. White introduced the Closed Session Item.

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

3. REPORTS FROM CLOSED SESSION:

Mayor Bublak reported for Closed Session Item 2A that by a 5/0 vote Council appointed Michael Cooke as the Interim City Manager through 2020.

4. ADJOURNMENT:

Motion Bublak adjourned the special meeting at 10:07 a.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

\_\_\_\_\_  
Jennifer Land  
City Clerk

# City Council Staff Report

November 12, 2019



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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Michael I. Cooke, Interim City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 8, in the amount of \$21,644.02, for City Project No. 17-30 "West Main Corridor Rehabilitation" bringing the contract total to \$7,984,027.93

## 2. SYNOPSIS:

This action will approve Contract Change Order No. 8 in the amount of \$21,644.02 for conflicts that arose during the course of construction.

## 3. DISCUSSION OF ISSUE:

On May 22, 2018, the City Council approved an agreement to Teichert Construction, Inc. of Roseville, California for the construction of City Project No. 17-30 "West Main Corridor Rehabilitation."

Construction started in July 2018. During the progress of work, conflicts were discovered. Change Orders 1 and 2 were issued by the City Engineer in accordance with the change order policy established in Council Resolution 2009-246; Change Order 3 was approved on March 12, 2019 by City Council; Change Order 4 was approved on May 14, 2019 by City Council, Change Order 5 was approved on June 11 by City Council, Change Order 6 was approved on July 9, and Change Order 7 was approved on September 10.

Contract Change Order No. 8 includes the following items of work.

- **Slurry Cap over Shallow ATT Conduit (\$4,800.00)**

During construction, contractor located a concrete slurry cap over a shallow ATT conduit. The concrete slurry cap had to be removed to install the new improvements.

Staff directed the contractor to replace the slurry cap to ensure the future roadway would not damage the existing pipe.

- **Sewer Later Adjustments (\$4,830.21)**

The project scope included installing a 10" sewer main between Grant Avenue and West Avenue. During the course of construction, multiple sewer services were found along the sewer main that conflicted with current City Standards. Staff directed the contractor to install the services per City Standards.

- **Additional Sidewalk Underdrains (\$4,000.00)**

During construction, the contractor located existing sidewalk underdrains that connected to existing infrastructure that were not identified on the plans. Staff directed the contractor to reinstall the underdrains.

- **West Avenue Storm Drain Conflicts (\$8,843.81)**

During construction, contractor located an existing water main in conflict with the proposed storm drain installation in the intersection of West Avenue and West Main. The storm drain had to be redesigned to avoid the conflict. Staff directed the contractor to install a new manhole and additional pipe to avoid the conflict.

- **Additional Demo in Phase 2 (\$5,650.00)**

The construction plans called for the replacement of sidewalk, driveways, and access ramps adjacent to privately owned properties. In order to be efficient, minimize staff time in design and bid the project as expeditiously as possible; staff made assumptions on the property tie in points. During construction, the contractor was directed to make changes to the plans to modify the grades and locations to better tie into existing facilities. This resulted in the contractor performing addition demolition of concrete, asphalt, and landscaping.

- **Re-staking Fee in Phase 2 (-\$6,480.00)**

Construction staking plays a vital role in successful project delivery. This project, as with the majority of capital projects, utilize a professional services contract with an outside civil engineering and land surveying firm. In order to clearly establish roles and responsibilities for construction staking, the construction agreement with the contractor identifies that the City will supply the construction staking. Any future restaking of previously staked facilities will be borne by the contractor. During the course of construction, the contractor requested additional staking for the construction of the facilities.

**Project Summary:**

Change Order History	Amount	City Council Meeting
Original Contract	\$ 7,465,000.00	May 22, 2018
Change Order No. 1	\$ 53,714.63	Approved by City Engineer
Change Order No. 2	\$ 33,477.33	Approved by City Engineer
Change Order No. 3	\$ 76,341.48	March 12, 2019
Change Order No. 4	\$ 117,387.92	May 14, 2019
Change Order No. 5	\$ 82,329.95	June 11, 2019
Change Order No. 6	\$ 21,052.16	July 9, 2019
Change Order No. 7	\$ 113,080.44	September 10, 2019
Change Order No. 8	\$ 21,644.02	October 8, 2019
Adjusted Total Contract	\$ 7,990,507.93	

**4. BASIS FOR RECOMMENDATION:**

- A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5%, and all other change orders must be approved by the City Council.
- B. Contract Change Order No. 8 is necessary due to additional work required to construct the project per City standards and address issues that arose during the course of construction.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

No General Fund money will be used for this project.

Sufficient contingency funds were budgeted to cover change order items such as this at the Award of Bid. The project account number 218-40-426.51270 "Measure L - Construction Project". No additional budget amendment is needed.

**6. CITY MANAGER'S COMMENTS**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

On May 16, 2017, the City Council determined this project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines. This action does not modify that determination; therefore, no additional determination is needed.



**8. ALTERNATIVES:**

- A. Council could choose to not approve Contract Change Order No. 8. Staff does not recommend this alternative as the additional work is necessary to provide a transportation facility that meets City Standards and the needs of the public and the change order addressed unknown conditions in the field that the contractor encountered.



## CONTRACT CHANGE ORDER

Date issued: 22-Oct-19 Change Order No.: 8  
Project Name: West Main Corridor Rehabilitation

Teichert Construction  
400 Sunrise Ave, Suite 300  
Roseville, California 95661

Project No.: 17-30  
Contract For: \$7,465,000.00  
Contract Award Date: May 22, 2018

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
42 Slurry Cap over shallow ATT conduit	LS	1	\$4,800.00	\$4,800.00
43 Sewer Lateral Adjustments	LS	1	\$4,830.21	\$4,830.21
44 Additional Sidewalk Underdrains	LS	1	\$4,000.00	\$4,000.00
45 West Avenue Storm Drain Conflicts	LS	1	\$8,843.81	\$8,843.81
46 Additional Demo in Phase 2	LS	1	\$5,650.00	\$5,650.00
47 Re-Staking Fee	LS	1	(\$6,480.00)	(\$6,480.00)
			<b>Total this CCO=</b>	<b>\$21,644.02</b>
<b>The original contract sum =</b>				<b>\$7,465,000.00</b>
<b>Net change by previous change orders =</b>				<b>\$497,383.91</b>
<b>The contract sum will (increase) in the amount of =</b>				<b>\$21,644.02</b>
<b>The new contract sum including this change order will be =</b>				<b>\$7,984,027.93</b>
<b>Five (5) working days will be added with this change order.</b>				

Accepted: \_\_\_\_\_  
Teichert Construction, Contractor

Date: \_\_\_\_\_

Recommended: \_\_\_\_\_  
Nathan Bray, Interim Development Services Director / City Engineer

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Michael I. Cooke, Interim City Manager

Date: \_\_\_\_\_

# **City Council Staff Report**

**November 12, 2019**



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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Motion: Approving Amendment No. 1 to an Agreement with DF Engineering, of Modesto, California in the amount of \$5,310 (Fund 215), bringing the contract total to \$51,790 for professional engineering and surveying services for City Project No. 17-59 "Pedestrian Intersection Improvements at Various Locations"

## **2. SYNOPSIS:**

This action will approve Amendment No. 1 for professional engineering and surveying services for City Project No. 17-59 "Pedestrian Intersection Improvements at Various Locations."

## **3. DISCUSSION OF ISSUE:**

In 2016, staff applied for a Highway Safety Improvement Program (HSIP) to install pedestrian hybrid beacon crossing systems with high-visibility crosswalks at four locations in town. The four locations are:

- N. Berkeley Avenue and Heathernoel Way
- N. Johnson Road and Carrigan Street
- North Avenue and Loyola Way
- South Avenue and Martinez Street

Due to limited engineering resources, staff advertised a request for proposals (RFP) to perform engineering and surveying services. City staff advertised the RFP's on February 4, 2019 through the Turlock Journal and City's website. On March 1, 2019, one (1) proposal was received for City Project No. 17-59 "Pedestrian Intersection Improvements, Various Locations." DF Engineering, Inc. of Modesto, California, was the selected consultant with a responsive proposal of \$46,480.

The project included installing a bulb out at one of the four locations. During design, staff directed the consultant to change another location to a bulb out design. This amendment is for the work involved with this change.

**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 the consultant.
- B. The agreement for professional engineering and surveying services must be amended to support the project plan change requested by the City.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** The City has received \$249,800 in Highway Safety Improvement Program (HSIP) funding for the project.

No General Fund money will be used for this project.

**Budget Amendment:** None

**6. CITY MANAGER'S COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

The amendment of this professional services agreement is not a "project" as defined by the California Environmental Quality Act (CEQA) and is therefore exempt from CEQA as provided in the CEQA Guidelines.

**8. ALTERNATIVES:**

- A. Council could choose to deny Amendment No. 1. Staff does not recommend this alternative because professional engineering and surveying services are needed to support construction of the project and these costs will be offset by reducing the construction contract costs.



**AMENDMENT NO. 1**  
**to the**  
**Agreement between the**  
**CITY OF TURLOCK**  
**and**  
**DF ENGINEERING, INC.**  
**for**  
**Professional Engineering and Surveying Services**  
**CITY PROJECT 17-59**

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**THIS AMENDMENT NO. 1**, dated November 12, 2019, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **DF Engineering, Inc.** (hereinafter "CONSULTANT").

**WHEREAS**, the parties hereto previously entered into an Agreement dated April 23, 2019, whereby CONSULTANT will perform professional engineering and surveying services (hereinafter the "Agreement").

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

1. In addition to the Scope of Work attached as Exhibit A to the Agreement, CONSULTANT shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services attached as Exhibit A to the Agreement and the added scope of services attached to this Amendment No. 1 as Exhibit B, which are necessary and required to provide the additional professional engineering and surveying support needed to complete the project, and shall perform such services in accordance with the specifications attached to this Amendment No. 1 as Exhibit B.

2. CITY agrees to pay CONSULTANT additional compensation in the amount of Five Thousand Three Hundred Ten and No/100<sup>ths</sup> Dollars (\$5,310) in accordance with Exhibit B attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Fifty-One Thousand Seven Hundred Ninety and No/100<sup>ths</sup> Dollars (\$51,790). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement and this Amendment No. 1.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

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

**CITY OF TURLOCK, a municipal corporation**

**DF ENGINEERING, INC.**

By: \_\_\_\_\_  
Michael I. Cooke, Interim City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Nathan Bray, Interim Development  
Services Director/ City Engineer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Douglas L. White, City Attorney

ATTEST:

By: \_\_\_\_\_  
Jennifer Land, City Clerk



• **SCOTT T. DELAMARE**  
 LS 8078  
 • **BARBARA J. DELAMARE**  
 CPA 46482E  
 • **DAVID J. HOBERG**  
 PE 53311, QSD/QSP

June 28, 2019

### CONTRACT CHANGE ORDER NO. 1

**PROJECT:** City Project No. 17-59 "Pedestrian Improvements at Various Locations"  
 City of Turlock Development Services Department, Engineering Division

**AGREEMENT FOR**  
**SPECIAL SERVICES:** \$46,480 – dated April 23, 2019

### JUSTIFICATION FOR CONTRACT CHANGE ORDER:

1. *Provide layout design services to add a bulb-out and mid-block ramp at the southeast corner of the intersection Martinez Street and South Avenue as requested by City Staff. Update PS&E to accommodate new configuration (See attached Proposal Matrix)..... \$5,310*

### CONTRACT STATUS PER THIS CHANGE ORDER

Agreement .....	\$46,480
Change by Previous Change Orders.....	-0-
Change by This Change Order.....	<u>\$5,310</u>
New Total Amount .....	<u>\$51,790</u>

DF ENGINEERING, INC.

David J. Hoberg, PE, QSD/QSP  
 Senior Project Engineer

APPROVED:

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By: City of Turlock

DF Engineering, Inc. / City of Turlock  
6/28/2019

**Pedestrian Intersection Improvements at Various Locations - Change Order No. 1**

<b>Civil Engineering &amp; Land Surveying Services - DF Engineering, Inc.</b>						
<b>Task</b>	<b>Dave Hoberg Project Engineer (hrs)</b>	<b>Scott DeLaMare Land Surveyor (hrs)</b>	<b>Engineering Technician (hrs)</b>	<b>Surveying Technician (hrs)</b>	<b>Field Crew (PW hrs)</b>	<b>Total Task Amount</b>
<b>Rate</b>	<b>\$150</b>	<b>\$150</b>	<b>\$90</b>	<b>\$70</b>	<b>\$120</b>	
<b>Surveying Services:</b>						
Research						\$0
Topography Survey						\$0
Topography Base Drawings						\$0
<b>Total Surveying Services</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PS&amp;E Services:</b>						
Research	1.0		2.0			\$330
Meetings & Coordination	2.0					\$300
Layout/Grading/Striping Design	8.0		8.0			\$1,920
Improvement Plans	4.0		24.0			\$2,760
<b>Total Civil Services:</b>	<b>\$2,250</b>	<b>\$0</b>	<b>\$3,060</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,310</b>
Hours	15.0	0.0	34.0	0.0	0.0	49.0
<b>Total - Civil Engineering &amp; Land Surveying Services</b>						<b>\$5,310</b>

**CHANGE ORDER NO. 1**

Provide layout design services to add a bulb-out and mid-block ramp at the SEC of the intersection Martinez Street and South Avenue as requested by City Staff. Update PS&E to accommodate new configuration.



# City Council Staff Report

November 12, 2019



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

Prepared by: Adam Hutchings, P.E., Associate Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

## 1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement in the amount of \$41,100.00 (Fund 426) with Heritage General, Fresno, California for City Project No. 18-46 "Wall Addition for CNG Maintenance Building"

## 2. SYNOPSIS:

This action will approve an agreement for construction of a framed wall beneath an existing mezzanine, which will contain new power and data connection in the CNG Maintenance Building at City's Corporation Yard.

## 3. DISCUSSION OF ISSUE:

On September 10, 2019, two (2) bids were received for City Project No. 18-46 "Wall Addition for CNG Maintenance Building". Heritage General, of Fresno, California, was the lowest responsible bidder with a bid in the amount of \$41,100. The bid received by Bigler Construction was rejected as it did not comply with the proposal requirements.

Bid Summary:

COMPANY NAME	BID AMOUNT
Bigler Construction (rejected)	\$38,942.00
Heritage General	\$41,100.00

The scope of work for this project involves adding a framed wall beneath an existing mezzanine, which will contain new power and data connection at the CNG Maintenance Building.

Staff has evaluated the bids and recommends award of bid to the low bidder.

**4. BASIS FOR RECOMMENDATION:**

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

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:**

No General Fund money will be used for this project.

Total Project Cost	Contractor Bid Cost	Construction Contingency	Construction Engineering, Surveying, and Materials Testing	Preliminary Engineering
\$70,000	\$41,100	\$4,110	\$7,641	\$17,149

Staff has conferred with Finance in the development of this staff report. Sufficient funding is available within Account Number 426-40-415.51240 for all costs associated with this project.

**6. CITY MANAGER'S COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines exempts projects that involve negligible expansion of use of the existing facility. This project includes replacing an existing detention basin on the same site with negligible increase of capacity to accommodate the parking lot expansion.

**8. ALTERNATIVES:**

- A. Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this purpose.

# AGREEMENT

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## FOR PUBLIC IMPROVEMENT

**Project No. 18-46**

### **Wall Addition for CNG Maintenance Building**

**THIS PUBLIC IMPROVEMENT AGREEMENT** (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and HERITAGE GENERAL, a private corporation ("Contractor"), on this 12<sup>th</sup> day of November, 2019 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

### **RECITALS**

A. City seeks a duly qualified and licensed firm experienced in the construction of **Project No. 18-46 "Wall Addition for CNG Maintenance Building"** (the "Project").

B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the "Services").

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on November 12, 2019, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

### **AGREEMENT**

**1. Contract Documents:** This Agreement, together with the following documents, are collectively referred to herein as the "Contract Documents":

- i. Notice to Bidders;
- ii. Contractor's Bid or Proposal accepted by City;

- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for **Project No. 18-46 "Wall Addition for CNG Maintenance Building"**;
- iv. Plans and detailed drawings prepared for this Project and approved by City ("**Project Plans**");
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

**2. Term.** The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City ("Notice to Proceed"). The Contract shall terminate three (3) year(s) after City accepts Contractor's performance of the Services (the "Term"), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

### **3. Scope of Work.**

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, or the Completion Schedule without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum merit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the Completion Schedule or Contract Price on account of such change. The issuance of a Change Order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any

requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "General Conditions and Special Provisions for Project No. 18-46 "Wall Addition for CNG Maintenance Building." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

**4. Contract Price.** City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Forty-One Thousand One Hundred and No/100ths Dollars (\$ 41, 100.00)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications, as applicable; or

(b) If the work performed is not included on the engineer's estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.

**5. Time for Performance.** The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of thirty (30) working days (the "Completion Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

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

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

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

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

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

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

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

compensation at the Contract Price for such portion of the Contract as may have been performed; or

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Two Thousand One Hundred and no/100ths Dollars (\$2,100.00)** for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

## **6. Termination.**

i. *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by



City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

ii. If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

**7. Liability for Breach:** Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

**8. Compensation:** City shall make Payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of

the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of acceptance of the work completed by Contractor by the City Council and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

**9. Disputes Pertaining to Payment for Work:** Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section

within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

**10. Permits and Care of Work:** Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

**11. Public Works and Payment of Prevailing Wage:**

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor

Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

**12. Superintendence by Contractor:** Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

**13. Inspection and Testing by City:** Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

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

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

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

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

**16. Bonds:** Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

**17. Indemnification:**

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify,

protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

**18. Contractor's Insurance:** Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

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

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work

or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* 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.

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

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

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

(i) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

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



All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

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

**20. Taxes:** Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

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

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

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

**22. Contractor Not Agent:** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

**23. Arbitration of Disputes:** All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The

provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

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

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

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

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

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

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

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

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

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

**24. Provisions Cumulative:** The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

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

If to City: **City of Turlock**  
**Attn: City Engineer**  
**156 S. Broadway, Suite 150**  
**Turlock, CA 95380-5461**

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

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Contractor's Sureties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Adam Hutchings, PE  
City of Turlock Engineering Division  
156 S. Broadway, Suite 150  
Turlock, California 95380-5461  
Telephone: (209) 668-5428  
E-mail: ahutchings@turlock.ca.us

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

**28. Antitrust Claims:** Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

**29. Use of City Project Number:** Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

**30. No Conflict of Interest:** Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

**31. Confidentiality:** Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

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

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

**35. Authority:** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**36. Governing Law:** The Contract shall be governed and construed in accordance with the laws of the state of California.

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

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

**39. Mandatory and Permissive:** “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

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

**41. Attorney’s Fees and Costs:** Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, three identical counterparts of this agreement, consisting of a total of 49 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

**HERITAGE GENERAL**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID or Social Security No:

\_\_\_\_\_

DIR Registration Number:

\_\_\_\_\_

Attach Contractor's Seal Here

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_  
Michael I. Cooke, Interim City Manager

Date: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Douglas L. White, City Attorney

ATTEST:

By: \_\_\_\_\_  
Jennifer Land, City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**

## PROPOSAL

Project No: 18-46  
Wall Addition for CNG Maintenance Building

City of Turlock, California

DATED: 9/10/2019

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: Heritage General

BUSINESS ADDRESS: 5431 E. Atchison St, Fresno, CA 93727

PLACE OF RESIDENCE: Fresno, CA 93727

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.



The Contractor shall submit the following at the time of Bid in order for the Bid to be considered responsive:

- Completed Proposal, pages 4 - 14;

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

## BIDDING FORM

**PROJECT TITLE:** Wall Addition for CNG Maintenance Building  
**PROJECT NUMBER:** 18-46  
**OPENING DATE:** September 10, 2019  
**OPENING TIME:** 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Wall Addition for CNG Maintenance Building	LS	1	41,100.00	41,100.00

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

### ADDENDA

No. <u>1</u>	Date <u>9/4/2019</u>	Signed <u>[Signature]</u>
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES: \$ 41,100.00

TOTAL BID WRITTEN IN WORDS: Forty one thousand one hundred dollars zero cents.

CONTRACTOR: Heritage General

\_\_\_\_\_

\_\_\_\_\_

COMPANY'S NAME: Heritage General

BY: Maria E. Ramos

ADDRESS: 5431 E. Atchison st.  
(Number) (Street)

Fresno CA 93727  
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: (559) 287-6049

**NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.**

Heritage General, Contractor's License # 102397, Class B  
(Company's Name)

Expires 2/28/21. This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

x Maria E. Ramos 9/10/2019  
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

*Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.*

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,  
License No. 1623971 Expiration Date 2/28/21.

DATED: September 10, 2019

Address: 5431 E. Atchison St., Fresno, CA 93727

Phone: (559) 287-6049

X. J. Gera R.  
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

## AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

x Maria Elena R. 9919  
Signature of Bidder

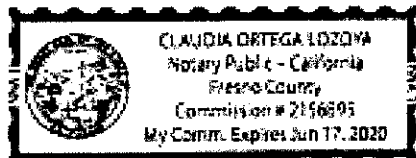
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

Subscribed and sworn to (or affirmed) before me on this 9  
day of Sept, 2019, by Maria Elena  
Ramos

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A large, stylized handwritten signature in cursive script, appearing to read 'Claudia'.

## INFORMATION REQUIRED OF BIDDER

The bidder is required to provide the following information. Additional sheets may be attached if necessary.

Contractor's mailing address: P.O. Box 7810, Fresno, CA 93747

Contractor's telephone number: (559) 287-6049

Number of years experience as a contractor in construction work or installation work similar to that required in these specifications:

25

Name of person who inspected the site of the proposed work for your firm:

Rudy Ramos

Date of Inspection: 9/6/2019 10:00 AM.

List at least four projects completed as of recent date:

Project No. and Title:	<u>2018270 Adobe Building T I</u>
Class and Type of Work:	<u>remodel, Flooring, Concrete, Dry wall</u>
Name, Address, and Phone No. of Owner	<u>Merced Co. 2222 M St. Merced, CA 95340 (209) 385-766</u>
Registered Engineer in Charge of Project:	<u>L. D. A.</u>
Total Contract amount:	<u>385,300.00</u>
Contract amount you performed:	<u></u>
Name of Prime Contractor if you were Sub:	<u></u>
Date Completed:	<u>8/17/2019</u>
Liquidated Damages Assessed:	<u>None</u>

Project No. and Title:	<u>18-47-AS StanCERA Boardroom T I</u>
Class and Type of Work:	<u>remodel, built new Dais, carpet, Metal studs</u>
Name, Address, and Phone No. of Owner	<u>Stanislaus Co 1010 10th St. Modesto, CA 95354 (209) 525-63</u>
Registered Engineer in Charge of Project:	<u>Teeter #5400</u>
Total Contract amount:	<u>194,351</u>
Contract amount you performed:	<u>65,700</u>
Name of Prime Contractor if you were Sub:	<u></u>
Date Completed:	<u>3/6/2019</u>
Liquidated Damages Assessed:	<u>None</u>

Project No. and Title: 2017-1887 Ace Vision Center e Delano Elementary  
 Class and Type of Work: remodel, insulation, Lighting, Fire Alarm, Drywall  
 Name, Address, and Phone No. of Owner: Delano School Dis. 1405 12<sup>th</sup> Av. Delano CA 93215  
 Registered Engineer in Charge of Project: Ordiz Melby  
 Total Contract amount: 91,025.39  
 Contract amount you performed: 32,360  
 Name of Prime Contractor if you were Sub :  
 Date Completed: 4/2/2019  
 Liquidated Damages Assessed: None

Project No. and Title: 1470-32093 Vinland Elem Sch. Playground Equip. Inst.  
 Class and Type of Work: Concrete, install new playground system  
 Name, Address, and Phone No. of Owner: Fresno Unified S.D. 4498 Brawley Av. Fresno 93722 (559) 457-35  
 Registered Engineer in Charge of Project: Ordiz Melby  
 Total Contract amount: 79,345.00  
 Contract amount you performed: 29,000  
 Name of Prime Contractor if you were Sub :  
 Date Completed: 2/22/2019  
 Liquidated Damages Assessed: None

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we Heritage General as  
BIDDER, and The Cincinnati Insurance Company as  
SURETY a corporation duly organized under the laws of the State of Ohio  
and duly licensed to become sole Surety on bonds required and authorized by the State of California, as  
SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal  
sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named,  
submitted by said Bidder to the City, for the work described below, for the payment of which sum in  
lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability  
of the Surety hereunder exceed the sum 10% of total amount bid

Dollars ( \$ 10% of total amount bid ).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the  
above-mentioned bid to the City for certain construction specifically described as follows for which bids  
are to be opened at Engineering Division, Development Services Department, City Hall, 156 S.  
Broadway Suite 150, Turlock, California, on

10th, September, 2019, at 2:00 PM  
(day) (date) (time)

for Project No. Project No: 18-46 " Wall Addition for CNG Maintenance Building."

NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time manner  
required under the specifications after the prescribed forms are presented to him for signature, enters  
into a written contract in the prescribed form in accordance with the bid, and files the two bonds with  
the City, one to guarantee faithful performance and the other to guarantee payment for labor and  
materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in  
full force and virtue.

In the event suit is brought upon this bond by the Obligor and judgment is recovered, the Surety shall  
pay all costs incurred by the Obligor in such a suit, including a reasonable attorney's fee to be fixed by  
the court.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on  
this 10th day of September, 2019.

**BIDDER**

Heritage General (SEAL)

(Bidder's Name and Corporate Seal)

M. E. Ramos

(Signature)

Maria E. Ramos, President

(Print Name and Title)

**(ATTACH ACKNOWLEDGMENT OF BIDDER)**

**SURETY**

The Cincinnati Insurance Company (SEAL)

(Surety's Name and Corporate Seal)

B. M. Allen

(Signature)

Bruce M. Allen, Attorney-in-Fact

(Print Name and Title)

**(ATTACH ACKNOWLEDGMENT OF SURETY'S  
ATTORNEY-IN-FACT)**

**NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY**



The Cincinnati Insurance Company • The Cincinnati Indemnity Company  
The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company  
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY  
FINANCIAL STATEMENT  
DECEMBER 31, 2018

ASSETS

Cash	\$ 422,230,260
Bonds	6,181,983,097
Stocks	4,652,705,759
Agents Balance Receivable	1,807,085,700
All Other Admitted Assets	<u>403,834,010</u>
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$13,147,818,826</u></b>

LIABILITIES

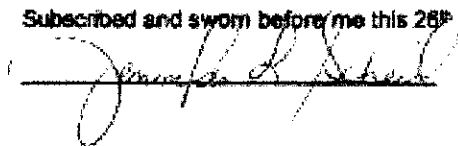
Reserve for Losses and Loss Expense	\$ 5,123,807,341
Reserve for Unearned Premiums	2,373,905,827
All Other Liabilities	731,001,285
Capital	\$ 3,588,355
Surplus	4,915,518,018
	<u>4,919,104,373</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$13,147,818,826</u></b>

State of Ohio  
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2018 is true and correct to the best of her knowledge and belief.

  
Theresa A. Hoffer  
Senior Vice President, Treasurer

Subscribed and sworn before me this 26<sup>th</sup> day of February, 2019.





Jennifer L. Scheld  
Notary Public, State of Ohio  
My Commission Expires 01-11-2021

Mailing Address: P.O. Box 145496 • Cincinnati, Ohio 45250-5496 • Head Office: 5. Gilmore Road • Fairfield, Ohio 45019-5441  
cniwi.com • 513-870-2000

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Bruce M. Allen; Karen L. Allen; Kenneth C. Turner and/or Gregory M. Allen

of West Chester, Pennsylvania

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1<sup>st</sup> day of October, 2015.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Justice*  
Vice President

On this 1<sup>st</sup> day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Muller*  
MARK J. MULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.33 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,  
this 10th day of September, 2019



BN-1005 (10/15)

*Scott R. Bohn*  
Secretary

Bond No.: CINCIPA431

(Acknowledgement of Surety Company)

STATE OF Pennsylvania )

SS.:

COUNTY OF Chester )

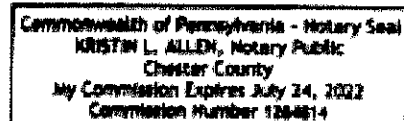
On this 10th day of September, 2019 before me personally came Bruce M. Allen to me Known, who being by me duly sworn, did depose and say the he resides in \_\_\_\_\_  
West Chester, PA that he is  
the Attorney-in-fact of The Cincinnati Insurance Company, the corporation described in  
and which executed the within instrument; that he knows the seal of said corporation; that  
seal affixed to said instrument is such corporate seal; that is so affixed by the order of the Board  
of Directors of said corporation, and that he signed his name thereto by like order; and that the  
liabilities of said company do not exceed its assets as ascertained in the manner provided by the  
laws of the State of California, and the said further said Kristin L. Allen that she is acquainted  
with Bruce M. Allen and knows him to be the Attorney-in-fact of said company; that the  
signature of the said Bruce M. Allen subscribed to the within instrument is in the genuine  
handwriting of the said Bruce M. Allen and was subscribed thereto by like order of the Board  
of Directors, and in the presence of him, the said.

NOTARY PUBLIC OF Pennsylvania  
Commission Expires 7/24/2022

word/Items/NOTARY.FM

*Kristin L. Allen*

Kristin L. Allen, Notary Public



**Project No: 18-46**  
**Wall Addition for CNG Maintenance Building Transit Parking Extension**

Primary Contractor: Heritage General DIR NUMBER: 100058086

The bidder is required to provide the following information concerning his sub-contractors in accordance with Sections 4100 et. seq., inclusive, of the California Public Contracts Code. Sub-contractors listed below must be properly licensed under the laws of the State of California for the type of work which they are to perform. List all sub-contractors who will furnish work in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Do not list alternate sub-contractors for the same work.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
Burt Electric & Communications	#944569	12009739	25062 Highway 119 Tahiti, CA 93268	Electrical 402%

## **EXHIBIT B**

### **PAYMENT BY FORCE ACCOUNT**

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

**A. Labor.** Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent (5%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
  - 1.1 Basic hourly wage
  - 1.2 Health and welfare
  - 1.3 Pension
  - 1.4 Vacation
  - 1.5 Training
  - 1.6 Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
  - 2.1 Workers' compensation insurance
  - 2.2 Social security
  - 2.3 Medicare
  - 2.4 Federal unemployment insurance
  - 2.5 State unemployment insurance
  - 2.6 State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent (5%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead

- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

**B. Materials.** Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added;
2. Supplier discounts are subtracted whether the Contractor takes them or not;
3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
  - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
  - 4.2 Current wholesale price for those materials;
5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1 During that period
  - 5.2 In the quantities used

**C. Equipment Rental.** Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.
  - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
    - 1.3.1. Rented from equipment business Contractor does not own.
    - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
  - 2.1. Rented from equipment business Contractor does not own.
  - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- |                                             |                            |
|---------------------------------------------|----------------------------|
| 1. Fuel                                     | 7. Repairs and maintenance |
| 2. Oil                                      | 8. Depreciation            |
| 3. Lubrication                              | 9. Storage                 |
| 4. Supplies                                 | 10. Insurance              |
| 5. Small tools that are not consumed by use | 11. Incidentals            |
| 6. Necessary attachments                    |                            |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment



**D. Equipment on the Job Site.** For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

**E. Equipment Not on the Job Site Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

**Equipment Rental Hours**

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75

4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

**F. Equipment Not on the Job Site Not Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

**G. Non-Owner-Operated Dump Truck Rental.** Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 2 percent (2%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent (2%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

**EXHIBIT C**  
**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

**EXHIBIT D**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for **Project No. 18-46, "Wall Addition for CNG Maintenance Building"**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: (    ) \_\_\_\_\_ Fax No.: (    ) \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**EXHIBIT E**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a contract for **Project No: 18-46 "Wall Addition for CNG Maintenance Building"**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or material men employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal's heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor's subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)                      **Principal** \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)                      **Surety** \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No.: (    ) \_\_\_\_\_ Fax No.: (    ) \_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Attorneys-in-Fact  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY:** There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)                      **Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**ESCROW FOR SECURITY DEPOSIT**  
**IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the **City of Turlock**, whose address is 156 S. Broadway, Turlock, CA, 95380, hereinafter called "City", \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Contractor", and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the construction contract entered into between the City and Contractor for **Project No: 18-46 "Wall Addition for CNG Maintenance Building"** in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract amount between the City and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

The Contractor shall select and initial one of the following options:

2. [    ] The City shall make progress payments to the Contractor for such funds that otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above,

**OR**

3. [    ] The City shall make payment of retentions earned directly to the Escrow Agent. The Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.



5. The interest earned on the securities or the money market accounts held in escrow and all interest earned shall be for the sole use of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. Contractor authorizes the Escrow Agent to issue monthly statements of the status of the funds held in the escrow account to the City. Escrow Agent shall issue said statements on a monthly basis and mail to: City of Turlock, ATTN: Finance Department, 835 East 14<sup>th</sup> Street, Turlock, CA 94577.
11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

**On behalf of City:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

**On behalf of Contractor:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

**On behalf of Escrow Agent:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

At the time the escrow account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their proper officers on the date first set forth above.

**City:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

**Contractor:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

6F

# **City Council Staff Report**

**November 12, 2019**



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

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

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Motion: Awarding bid and approving an Agreement in the amount of \$2,757,790 (Fund 410) with George Reed, Inc., of Modesto, California, for City Project No. 19-33 "Dried Solids Storage Area"

## **2. SYNOPSIS:**

These actions will approve an agreement for construction of a dried solids storage area at the Turlock Regional Water Quality Control Facility.

## **3. DISCUSSION OF ISSUE:**

The City of Turlock owns and maintains the Turlock Regional Water Quality Control Facility (TRWQCF) located at 901 South Walnut Road. The TRWQCF is a regional wastewater treatment facility. The current permitted capacity of the TRWQCF is 20 million gallons per day and is comprised of primary, secondary and tertiary treatment levels before being either recycled for industrial cooling and irrigation or discharged into the San Joaquin River.

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

AECOM recently completed design of City Project No. 19-33 "Dried Solids Storage Area." The scope of work includes a solids laydown area at the southern end of the TRWQCF and consists of earthwork, installation of drainage facilities, installation of recycled water distribution pipes and connections, concrete washdown area, vector truck dump facility, electrical duct bank installation, site lighting, concrete curb and gutter, and asphalt concrete paving. This project increases the area of solids drying beds available at the facility which provides greater operational flexibility in managing biosolids. The project scope also includes site lighting, storm drain facilities, and improves roadways adjacent to the new storage area.

City staff advertised this project on August 31, 2019 through the Turlock Journal and on the City's website for construction projects. On October 9, 2019, five (5) bids were received for City Project No. 19-33 "Dried Solids Storage Area." George Reed, Inc., of Modesto, California was the lowest responsive and responsible bidder with a bid amount of \$2,757,790. The Engineers Estimate for this project is \$2,485,000.

**Bid Summary:**

<b>COMPANY NAME</b>	<b>BID AMOUNT</b>
George Reed, Inc.	\$2,757,790
Auburn Constructors	\$3,752,300
Bush Engineering, Inc.	\$3,857,685
C. Overaa & Co.	\$4,450,000
Harris Builders, Inc.	\$4,435,553

Staff has evaluated the proposals and recommends award of bid to the low bidder.

**4. BASIS FOR RECOMMENDATION:**

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsive and responsible bidder.
- B. The improvements will increase the area of solids drying beds at the facility which provides greater operational flexibility as captured solids are stored, dried, and eventually hauled off the site.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

No General Fund money will be used for this project.

Contractor Bid Cost	\$ 2,757,790
Construction Contingency	\$ 280,000

AECOM (Engineering Services)	\$	176,097
Wallace Kuhl (Materials Testing)	\$	51,100
City Preliminary Engineering	\$	9,459
<u>City Construction Engineering</u>	<u>\$</u>	<u>35,000</u>
Total Estimated Project Cost	\$	3,309,446

The project is to be funded from two separate account numbers for design and construction tasks, as follows:

Phase	GL Account No.	Capital Cost
Design	410-51-534.43359	\$ 190,556
Construction	410-51-534.51333	\$ 3,118,890
Total Project Cost		\$ 3,309,446

There are sufficient funds in the current budget to fund the project. No additional budget amendment is required.

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

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

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

**8. ALTERNATIVES:**

- A. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because improvements are needed and funding is available.

# BIDDER'S SUMMARY

PROJECT TITLE: Dried Solids Storage Area  
 PROJECT NUMBER: 19-33  
 BID OPENING: October 9, 2019  
 2:00 PM  
 ANTICIPATED COUNCIL AWARD DATE: November 12, 2019  
 ENGINEER'S ESTIMATE: \$2,485,000.00



Item No.	Item Description	Unit of Measure	Estimated Quantity	1 George Reed, Inc.			2 Auburn Constructors, LLC			3 Bush Engineering, Inc.			4 Harris Builders, Inc.			5 C. Overaa & Co.		
				Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total	
1	Mobilization/Demobilization (not to exceed \$100,000)	LS	1	\$75,000.00	\$75,000.00		\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00	
2	Permits, Traffic Control, and SWPPP	LS	1	\$5,000.00	\$5,000.00		\$35,000.00	\$35,000.00		\$42,000.00	\$42,000.00		\$35,400.00	\$35,400.00		\$100,000.00	\$100,000.00	
3	Sheeting, Shoring, Bracing and Excavation Safety Measures	LS	1	\$5,000.00	\$5,000.00		\$20,000.00	\$20,000.00		\$5,000.00	\$5,000.00		\$4,720.00	\$4,720.00		\$40,000.00	\$40,000.00	
4	Clearing, Stripping and Grubbing	ACRE	6	\$2,000.00	\$12,000.00		\$2,750.00	\$16,500.00		\$24,000.00	\$144,000.00		\$13,629.19	\$81,775.14		\$10,000.00	\$60,000.00	
5	Earthwork	LS	1	\$233,000.00	\$233,000.00		\$752,531.00	\$752,531.00		\$500,000.00	\$500,000.00		\$542,800.00	\$542,800.00		\$252,320.00	\$252,320.00	
6	Disposal	TON	3,000	\$10.00	\$30,000.00		\$10.50	\$31,500.00		\$19.00	\$57,000.00		\$76.70	\$230,100.00		\$125.00	\$375,000.00	
7	60-inch-Diameter Manhole	EA	4	\$6,500.00	\$26,000.00		\$8,500.00	\$34,000.00		\$7,000.00	\$28,000.00		\$12,744.00	\$50,976.00		\$8,000.00	\$32,000.00	
8	18-inch HDPE Profile Wall Pipe	LF	660	\$66.00	\$44,880.00		\$72.00	\$48,960.00		\$71.00	\$48,280.00		\$109.74	\$74,623.20		\$85.00	\$57,800.00	
9	24-inch HDPE Profile Wall Pipe	LF	620	\$69.00	\$42,780.00		\$77.00	\$47,740.00		\$74.00	\$45,880.00		\$133.34	\$82,670.80		\$90.00	\$55,800.00	
10	Single Grate Concrete Catch Basin	EA	9	\$8,000.00	\$72,000.00		\$7,250.00	\$65,250.00		\$8,500.00	\$76,500.00		\$9,629.98	\$86,669.82		\$10,000.00	\$90,000.00	
11	Reinforced Concrete Washdown Area	SF	24,500	\$10.00	\$245,000.00		\$10.70	\$262,150.00		\$16.00	\$392,000.00		\$19.52	\$478,240.00		\$15.00	\$367,500.00	
12	Reinforced Concrete Vector Dump Facility	LS	1	\$175,000.00	\$175,000.00		\$250,000.00	\$250,000.00		\$442,000.00	\$442,000.00		\$246,700.00	\$246,700.00		\$375,000.00	\$375,000.00	
13	Soil-Cement Subgrade	SY	14,000	\$5.00	\$70,000.00		\$10.50	\$147,000.00		\$12.00	\$168,000.00		\$14.78	\$206,920.00		\$16.00	\$224,000.00	
14	Reinforced Concrete Push Wall	CY	950	\$750.00	\$712,500.00		\$820.00	\$779,000.00		\$800.00	\$760,000.00		\$906.30	\$860,985.00		\$925.00	\$878,750.00	
15	Asphalt-Concrete Paving	SY	11,000	\$22.00	\$242,000.00		\$36.00	\$396,000.00		\$22.50	\$247,500.00		\$35.40	\$389,400.00		\$30.00	\$330,000.00	
16	Valley Gutter	LF	1,000	\$12.00	\$12,000.00		\$46.00	\$46,000.00		\$38.00	\$38,000.00		\$38.35	\$38,350.00		\$85.00	\$85,000.00	
17	Subgrade Preparation	SY	12,000	\$0.10	\$1,200.00		\$0.50	\$6,000.00		\$4.00	\$48,000.00		\$3.54	\$42,480.00		\$3.20	\$38,400.00	
18	Class 2 Aggregate Base	CY	1,840	\$50.00	\$92,000.00		\$55.00	\$101,200.00		\$70.00	\$128,800.00		\$79.00	\$145,360.00		\$114.00	\$208,760.00	
19	Asphalt-Concrete Paving	SY	4,960	\$23.00	\$114,080.00		\$36.00	\$178,560.00		\$23.00	\$114,080.00		\$36.00	\$178,560.00		\$32.00	\$158,720.00	
20	Commercial Driveway Access	EA	3	\$15,000.00	\$45,000.00		\$17,500.00	\$52,500.00		\$15,000.00	\$45,000.00		\$26,600.00	\$79,800.00		\$25,000.00	\$75,000.00	
21A	Curb and Gutter	LF	2,060	\$25.00	\$51,500.00		\$23.00	\$51,500.00		\$32.00	\$65,920.00		\$42.00	\$86,520.00		\$65.00	\$133,900.00	
21B	Vertical Curb	LF	340	\$12.50	\$4,250.00		\$68.00	\$23,120.00		\$27.00	\$9,180.00		\$27.00	\$9,180.00		\$60.00	\$20,400.00	

Item No.	Item Description	Unit of Measure	Estimated Quantity	George Reed, Inc.		Auburn Constructors, LLC		Bush Engineering, Inc.		Harris Builders, Inc.		C. Overaa & Co.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
22	Header Board	LF	2,950	\$7.00	\$20,650.00	\$8.00	\$23,600.00	\$16.00	\$47,200.00	\$6.00	\$17,700.00	\$27.00	\$79,650.00
23	Connection to Existing 8" RW Main	EA	1	\$3,600.00	\$3,600.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$12,426.00	\$12,426.00	\$4,500.00	\$4,500.00
24	6" C-900 PVC Distribution Pipe	LF	950	\$31.00	\$29,450.00	\$75.00	\$71,250.00	\$41.00	\$38,950.00	\$79.00	\$75,050.00	\$47.00	\$44,650.00
25	Fire Hydrants	EA	3	\$58,000.00	\$174,000.00	\$8,000.00	\$24,000.00	\$7,300.00	\$21,900.00	\$7,146.00	\$21,438.00	\$8,500.00	\$25,500.00
26	Line Valves	EA	10	\$2,000.00	\$20,000.00	\$950.00	\$9,500.00	\$2,800.00	\$28,000.00	\$2,283.00	\$22,830.00	\$3,200.00	\$32,000.00
27	12kV Electrical Duct Bank 4x4" and 2x2" Conduit	LF	1,300	\$86.00	\$111,800.00	\$83.00	\$107,900.00	\$92.00	\$119,600.00	\$101.00	\$131,300.00	\$100.00	\$130,000.00
28	4x4" Electrical Pull Box	EA	5	\$7,000.00	\$35,000.00	\$4,900.00	\$24,500.00	\$7,500.00	\$37,500.00	\$8,237.00	\$41,185.00	\$8,000.00	\$40,000.00
29	2x1" Street Lighting Conduit	LF	750	\$50.00	\$37,500.00	\$33.00	\$24,750.00	\$54.00	\$40,500.00	\$59.00	\$44,250.00	\$25.00	\$18,750.00
30	No. 5 Electrical Pull Box	EA	7	\$1,200.00	\$8,400.00	\$727.00	\$5,089.00	\$985.00	\$6,895.00	\$1,076.00	\$7,532.00	\$800.00	\$5,600.00
31	Street Lighting Base	EA	4	\$1,800.00	\$7,200.00	\$2,300.00	\$9,200.00	\$2,000.00	\$8,000.00	\$2,352.00	\$9,408.00	\$2,500.00	\$10,000.00
Total =				\$2,757,790.00		\$3,752,300.00		\$3,857,685.00		\$4,435,348.96		\$4,450,000.00	





## AGREEMENT

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### FOR PUBLIC IMPROVEMENT

Project No. 19-33

### DRIED SOLIDS STORAGE AREA

**THIS PUBLIC IMPROVEMENT AGREEMENT** (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and GEORGE REED, INC., a private corporation ("Contractor"), on this 12<sup>th</sup> day of November, 2019 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

### RECITALS

- A. City seeks a duly qualified and licensed firm experienced in the construction of Project No. 19-33, "DRIED SOLIDS STORAGE AREA" (the "Project").
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the "Services").
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on November 12, 2019, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

## AGREEMENT

### 1. Contract Documents

This Agreement, together with the following documents, are collectively referred to herein as the "Contract Documents":

- i. Notice to Bidders;
- ii. Contractor's Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Project No. 19-33, "DRIED SOLIDS STORAGE AREA;"
- iv. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

### 2. Term

The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City ("Notice to Proceed"). The Contract shall terminate one (1) year after City accepts Contractor's performance of the Services (the "Term"), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

### 3. Scope of Work

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, or the Completion Schedule without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the Completion Schedule or Contract Price on account of such change. The issuance of a Change Order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "General Conditions and Special Provisions for Project No. 19-33, "DRIED SOLIDS STORAGE AREA." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

#### **4. Contract Price**

City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Two Million Seven Hundred Fifty-Seven Thousand Seven Hundred Ninety and No/100ths Dollars (\$ 2,757,790.00)** (the "Contract Price"). Said

amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

- (a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications, as applicable; or
- (b) If the work performed is not included on the engineer's estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in Exhibit B, "Payment by Force Account," attached hereto and incorporated herein by reference.

## **5. Time for Performance**

The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of one hundred forty five (145) working days (the "Completion Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

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

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or

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

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

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

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Two Thousand Five Hundred Dollars (\$2,500.00)** for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

## **6. Termination**

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or

any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

## **7. Liability for Breach**

Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

## **8. Compensation**

City shall make Payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on



schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of acceptance of the work completed by Contractor by the City Council and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

## **9. Disputes Pertaining to Payment for Work**

Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed,

Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

## **10. Permits and Care of Work**

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

## **11. Public Works and Payment of Prevailing Wage**

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of

Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

## **12. Superintendence by Contractor**

Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

## **13. Inspection and Testing by City**

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

## **14. Conformity with Law and Safety**

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

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

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

## **15. Other Contracts**

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

## **16. Bonds**

Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

## **17. Indemnification:**

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

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

## **18. Contractor's Insurance**

Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the

subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

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

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

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

(e) *Contractors Pollution Insurance.* 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) 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.

(f) *Professional Liability Insurance.* Not required for this project.

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

(i) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(j) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy

shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

## **19. Ownership of Work Product**

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

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

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

## **20. Taxes**

Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:



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

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

## **21. Independent Contractor**

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

## **22. Contractor Not Agent**

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

## **23. Arbitration of Disputes**

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable

proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

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

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

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

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

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

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

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

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

## **24. Provisions Cumulative**

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

## **25. Notices**

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

If to City: **City of Turlock**  
**Attn: City Engineer**  
**156 S. Broadway, Suite 150**  
**Turlock, CA 95380-5461**

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

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Contractor's Sureties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Stephen Fremming  
City of Turlock Engineering Division  
156 S. Broadway, Suite 150  
Turlock, California 95380-5461  
Telephone: (209) 668-5417  
E-mail: [sfremming@turlock.ca.us](mailto:sfremming@turlock.ca.us)

## **27. Interpretation**

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

## **28. Antitrust Claims**

Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

## **29. Use of City Project Number**

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

### **30. No Conflict of Interest**

Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

### **31. Confidentiality**

Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

### **32. Modification**

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

### **33. Waiver**

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

### **34. Assignment**

No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party.

Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

### **35. Authority**

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

### **36. Governing Law**

The Contract shall be governed and construed in accordance with the laws of the state of California.

### **37. Severability**

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

### **38. Counterparts**

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

### **39. Mandatory and Permissive**

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

### **40. Headings**

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

#### **41. Attorney's Fees and Costs**

Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

#### **42. Necessary Acts and Further Assurances**

The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 55 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

**GEORGE REED, INC.**

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael I. Cooke, Interim City Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Address: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

\_\_\_\_\_  
Phone: \_\_\_\_\_

By: \_\_\_\_\_

Nathan Bray, Interim Development  
Services Director / City Engineer

Date: \_\_\_\_\_

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

\_\_\_\_\_

By: \_\_\_\_\_

Douglas L. White, City Attorney

DIR Registration Number:

ATTEST:

\_\_\_\_\_

Attach Contractor's Seal Here

By: \_\_\_\_\_

Jennifer Land, City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**



# PROPOSAL

City Project No. 19-33  
Dried Solids Laydown Area

City of Turlock, California

DATED: October 8, 2019

to: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: George Reed, Inc.

BUSINESS ADDRESS: P.O. Box 4760, Modesto, CA 95352

PLACE OF RESIDENCE: 140 Empire Avenue, Modesto, CA 95354

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

The Contractor shall submit the following at the time of Bid in order for the Bid to be considered responsive:

- Completed Proposal, pages 4 – 14

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

# BIDDING FORM

(Addendum 2)

PROJECT NO.: 19-33

PROJECT NAME: DRIED SOLIDS LAYDOWN AREA

BID OPENING DATE AND TIME: October 9, 2019, at 2:00 p.m.

CONTRACTOR: GEORGE REED, INC.

Bid Item No.	Quantity/ Units	Description	Unit Price	Total Amount
1.	Lump sum	Mobilization/Demobilization (not to exceed \$100,000)	-- 75,000-	75,000-
2.	Lump sum	Permits, Traffic Control, and SWPPP	-- 5,000-	5,000-
3.	Lump sum	Sheeting, Shoring, Bracing and Excavation Safety Measures	-- 5,000-	5,000-
<b>Site Grading</b>				
4.	6.0 AC	Clearing, Stripping and Grubbing	2,000-	12,000-
5.	Lump sum	Earthwork	233,000-	233,000-
6.	3,000 TON	Disposal	10-	30,000-
<b>Drainage</b>				
7.	4 EA	60-Inch-Diameter Manhole	6,500-	26,000-
8.	680 LF	18-Inch HDPE Profile Wall Pipe	66-	44,880-
9.	620 LF	24-Inch HDPE Profile Wall Pipe	69-	42,780-
10.	9 EA	Single Grate Concrete Catch Basin	8,000-	72,000-
<b>Laydown and Washdown Areas</b>				
11.	24,500 SF	Reinforced Concrete Washdown Area	10-	245,000-
12.	Lump sum	Reinforced Concrete Vector Dump Facility	-- 175,000-	175,000-
13.	14,000 SY	Soil-Cement Subgrade	5-	70,000-
14.	950 CY	Reinforced Concrete Push Wall	750-	712,500-
15.	11,000 SY	Asphalt-Concrete Paving	22-	242,000-
16.	1,000 LF	Valley Gutter	12-	12,000-
<b>Permanent Project Roads</b>				

Addendum #3

5

Bid Item No.	Quantity/ Units	Description	Unit Price	Total Amount
17.	12,000 SY	Subgrade Preparation	0.10	1,200 -
18.	1,840 CY	Class 2 Aggregate Base	50 -	92,000 -
19.	4,960 SY	Asphalt-Concrete Paving	23 -	114,080 -
20.	3 EA	Commercial Driveway Access	15,000 -	45,000 -
21.A	2,060 LF	Curb and Gutter	25 -	51,500 -
21.B	340 LF	Vertical Curb	12.50	4,250 -
22.	2,950 LF	Header Board	7 -	20,650 -
<b>Recycled Water Distribution</b>				
23.	1 EA	Connection to Existing 8" RW Main	3,600 -	3,600 -
24.	950 LF	6" C-900 PVC Distribution Pipe	31 -	29,450 -
25.	3 EA	Fire Hydrants	58,000 -	174,000 -
26.	10 EA	Line Valves	2,000 -	20,000 -
<b>Site Electrical</b>				
27.	1,300 LF	12kV Electrical Duct Bank 4x4" and 2x2" Conduit	86 -	111,800 -
28.	5 EA	4'x4' Electrical Pull Box	7,000 -	35,000 -
29.	750 LF	2x1" Street Lighting Conduit	50 -	37,500 -
30.	7 EA	No. 5 Electrical Pull Box	1,200 -	8,400 -
31.	4 EA	Street Lighting Base	1,800 -	7,200 -

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. <u>1</u>	Date <u>09/27/2019</u>	ADDENDA
No. <u>2</u>	Date <u>09/30/2019</u>	Signed <u>[Signature]</u>
No. <u>3</u>	Date <u>10/03/2019</u>	Signed <u>[Signature]</u>
No. _____	Date _____	Signed <u>[Signature]</u>

TOTAL BID WRITTEN IN FIGURES: 2,757,790 -

TOTAL BID WRITTEN IN WORDS: Two million seven hundred fifty seven thousand Seven hundred ninety dollars

COMPANY'S NAME: George Reed, Inc.

BY: Ed Berlier Ed Berlier, Vice-President/General Manager

ADDRESS: 140 Empire Avenue  
(Number) (Street)

Modesto, CA 95354  
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: (209) 523-0734

**NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.**

George Reed, Inc., Contractor's License # 211337, Class A, B, C12  
(Company's Name) C21, C32

Expires 05/31/2021, DIR #: 1000001042

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

Ed Berlier 10/08/2019  
(Bidder's Signature) (Date)

**Ed Berlier, Vice-President/General Manager**

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

*Also accompanying this proposal is an affidavit of noncollusion and questionnaire to general contractors, a statement of proposed subcontractors, if any, the address of mill, shop or office of any subcontractor, and a statement of work to be performed by subcontractors.*

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

**(IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,  
License No. 211337 Expiration Date 05/31/2021

DATED: October 8, 2019

**GEORGE REED, INC. - A California Corporation**  
**Margaret Reed, President**  
**Ed Berlier, Vice-President/General Manager**  
**Rosie R. Martinez, Secretary/Treasurer**  
**Luke de Ga, Chief Financial Officer**

Address: 140 Empire Avenue, Modesto, CA 95354

Phone: (209) 523-0734

  
\_\_\_\_\_  
Signature of Bidder

**Ed Berlier**  
**Vice-President/General Manager**

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

**George Reed, Inc. - A California Corporation**

**Margaret Reed, President**  
**Ed Berlier, Vice-President/General Manager**  
**Rosie R. Martinez, Secretary/Treasurer**  
**Luke de Ga, Chief Financial Officer**

**AFFIDAVIT**

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

  
\_\_\_\_\_  
Signature of Bidder

**Ed Berlier, Vice-President/General Manager**

Jurat (Government Code Section 8202)

State of California

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(AFFIX SEAL)

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME

== SEE ATTACHED ==

**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

\_\_\_\_\_  
 Signature of Document Signer No. 1

\_\_\_\_\_  
 Signature of Document Signer No. 2 (if any)

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

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me

on this 08th day of October, 2019,  
 by Date Month Year

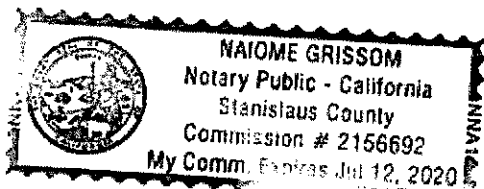
(1) Ed Berlier, Vice President - General Manager

(and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature \_\_\_\_\_

Signature of Notary Public  
 Naiome Grissom, Notary Public



Seal

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910

## INFORMATION REQUIRED OF BIDDER

The bidder is required to provide the following information. Additional sheets may be attached if necessary.

Contractor's mailing address: P.O. Box 4760, Modesto, CA 95352

Contractor's telephone number: (209) 523-0734

Number of years' experience as a contractor in construction work or installation work similar to that required in these specifications:

57 Years

Name of person who inspected the site of the proposed work for your firm:

Adam Hanson

Date of Inspection: September 18, 2019

List at least four projects of comparable size and scope completed as of recent date:

Project No. and Title:	GRI JOB #17-770	Stagecoach Road Low Water Crossing Replacement F.A.P. #BRLO-5930(039)
Class and Type of Work:		Roadwork for New Bridge: Bridge Construction, Approach Roadway Work, and Scour Prevention
Name, Address, and Phone No. of Owner:		County of Calaveras, 891 Mountain Ranch Road, San Andreas, CA 95249
Registered Engineer in Charge of Project:		Jennifer Ellis, (209) 754-6401
Total Contract Amount:		\$1,713,250
Contract Amount You Performed:		\$ 891,991
Name of Prime Contractor if you were Sub:		N/A
Date Completed:		May 2019
Liquidated Damages Assessed:		None
Project No. and Title:	GRI JOB #17-766	WWTP - Southeast Drybed Rehabilitation
Class and Type of Work:		Concrete Line Sewer Drying Bed
Name, Address, and Phone No. of Owner:		City of Oakdale, 280 N. Third Avenue, Oakdale, CA 95361
Registered Engineer in Charge of Project:		Rob Marler, (209) 239-5229
Total Contract Amount:		\$179,014
Contract Amount You Performed:		\$179,014
Name of Prime Contractor if you were Sub:		N/A
Date Completed:		June 2018
Liquidated Damages Assessed:		None
Project No. and Title:	GRI JOB #17-755	South Galt SR25 and Rehabilitation and SACOG Bicycle and Pedestrian Projects, #ATPL-5293(017)
Class and Type of Work:		Upgrade HC Rampos, Digouts, and Slurry Seal
Name, Address, and Phone No. of Owner:		City of Galt, 495 Industrial Drive, Galt, CA 95632
Registered Engineer in Charge of Project:		Alejandra Serratos, (209) 366-7260
Total Contract Amount:		\$5,486,279
Contract Amount You Performed:		\$4,116,323
Name of Prime Contractor if you were Sub:		N/A
Date Completed:		May 2019



Liquidated Damages Assessed:

None

Project No. and Title: GRI JOB #17-725

State Route 49/Main Street Roundabout Project, F.A.P. #HPLUL-5236(003),  
Contract No. SR 49 & Main Street 2017-0001

Class and Type of Work:

Roundabout Construction, Road Construction, Underground, Electrical, Landscaping, Striping, &

Name, Address, and Phone No. of Owner

City of Plymouth, 9426 Main Street, Plymouth, CA 95669

Registered Engineer in Charge of Project:

Scott Dendali, (916) 437-7337

Total Contract Amount:

\$3,559,150

Contract Amount You Performed:

\$2,290,086

Name of Prime Contractor if you were Sub

N/A

Date Completed:

June 2018

Liquidated Damages Assessed:

None

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we George Reed, Inc.

as BIDDER, and Western Surety Company

as SURETY a corporation duly organized under the laws of the State of South Dakota

and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. in no case shall the liability of the Surety hereunder exceed the sum Ten Percent of Amount Bid

Dollars ( \$ 10% ).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, Development Services Department, City Hall, 156 S. Broadway Suite 150, Turlock, California, on

Wednesday, October 2, 2019, at 2:00PM  
(day) (date) (time)

for Project No. 19-33 "Dried Solids Storage Area"


NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on  
this 10th day of September, 2019.

**BIDDER**

George Reed, Inc. (SEAL)  
(Bidder's Name and Corporate Seal)

  
(Signature)  
Ed Berlier  
Vice President/General Manager  
(Print Name and Title)

**(ATTACH ACKNOWLEDGMENT OF BIDDER)**

**SURETY**

Western Surety Company (SEAL)  
(Surety's Name and Corporate Seal)

  
(Signature)

Kathleen E. Earle, Attorney-in-Fact  
(Print Name and Title)

**(ATTACH ACKNOWLEDGMENT OF SURETY'S  
ATTORNEY-IN-FACT)**

**NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Stanislaus )

On October 08, 2019 before me, Naïome Grissom, Notary Public

*Date*

*Here Insert Name and Title of the Officer*

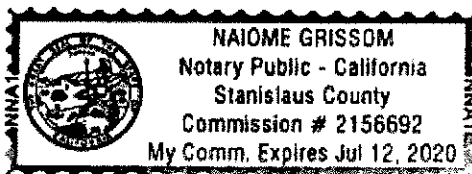
personally appeared Ed Berlier, Vice President

*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature Naïome Grissom  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
 County of Contra Costa )  
 On SEP 10 2019 before me, Anibal Samuel Campos, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Kathleen E. Earle  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Steven N Passerine, Kathleen E Earle, Benjamin Wolfe, Anibal Samuel Campos, Individually**

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of August, 2018.



WESTERN SURETY COMPANY

*Paul T. Bruffat*

Paul T. Bruffat, Vice President

State of South Dakota  
County of Minnehaha

} ss

On this 9th day of August, 2018, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of September, 2019.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.

# SUBCONTRACTORS

City Project No. 19-33

Dried Solids Storage Area

Prime Contractor: George Reed, Inc. DIR NUMBER: 1000001042

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or labor or who will render service to the prime Contractor in or about the construction of the Work or improvement, or a subcontractor duly licensed who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the prime Contractor's total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the prime Contractor's total Bid or \$10,000, whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
<u>Pavement Recycling Systems, Inc.</u>	<u>569352</u>	<u>1000003363</u>	<u>2150 Bell Ave. Sacramento, CA</u>	<u>13 65%</u>
<u>Carlin Steel</u>	<u>218839</u>	<u>1000003852</u>	<u>4175 Cincinnati Rocklin CA</u>	<u>EP 14-29%, 16-40%, 20-35%</u>
<u>Bill Nelson General Engineering Contractor Inc.</u>	<u>692068</u>	<u>1000003438</u>	<u>2744 McJago Ave. Fresno CA</u>	<u>EP 14-29%, 16-40%, 20-35%</u>
<u>Callins Electrical Company Inc.</u>	<u>115427</u>	<u>1000000189</u>	<u>3442 Metro Dr. Stockton, CA</u>	<u>27-100%, 28-100%, 29-100%</u>
<u>Mozingo Construction</u>	<u>702625</u>	<u>1000002424</u>	<u>751 Wellerfield Ct. Dublin, CA</u>	<u>30-100%, 31-100%</u>
				<u>7-100%, 8-100%, 9-100%, 10-100%</u>
				<u>12-100%, 23-100%, 24-100%</u>
				<u>25-100%, 26-100%</u>

(A)

**City Project No. 19-33**

**Dried Solids Storage Area**

DIR NUMBER: 1000001042

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or labor or who will render service to the prime Contractor in or about the construction of the Work or improvement, or a subcontractor duly licensed who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the prime Contractor's total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the prime Contractor's total Bid or \$10,000, whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
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Hamilton & Dillon Electric	787066	100043554	Modesto, CA	27-90%, 28-100%, 29-100%, 30-100% 31-100%
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**EXHIBIT B**  
**PAYMENT BY FORCE ACCOUNT**

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

**A. Labor.** Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent (5%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
  - 1.1 Basic hourly wage
  - 1.2 Health and welfare
  - 1.3 Pension
  - 1.4 Vacation
  - 1.5 Training
  - 1.6 Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
  - 2.1 Workers' compensation insurance
  - 2.2 Social security
  - 2.3 Medicare
  - 2.4 Federal unemployment insurance
  - 2.5 State unemployment insurance
  - 2.6 State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent (5%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

**B. Materials.** Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

- 1. A 5 percent markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
  - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
  - 4.2 Current wholesale price for those materials;
- 5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1 During that period
  - 5.2 In the quantities used

**C. Equipment Rental.** Equipment rental payment is full compensation for:

- 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
- 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.

(a)

3. 5 percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.
  - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
    - 1.3.1. Rented from equipment business Contractor does not own.
    - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
  - 2.1. Rented from equipment business Contractor does not own.
  - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- |                                             |                            |
|---------------------------------------------|----------------------------|
| 1. Fuel                                     | 7. Repairs and maintenance |
| 2. Oil                                      | 8. Depreciation            |
| 3. Lubrication                              | 9. Storage                 |
| 4. Supplies                                 | 10. Insurance              |
| 5. Small tools that are not consumed by use | 11. Incidentals            |
| 6. Necessary attachments                    |                            |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

**D. Equipment on the Job Site.** For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

(b)

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

**E. Equipment Not on the Job Site Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

**Equipment Rental Hours**

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

**F. Equipment Not on the Job Site Not Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

**G. Non-Owner-Operated Dump Truck Rental.** Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including

its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 2 percent (2%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent (2%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

**EXHIBIT C**  
**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

**EXHIBIT D**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for **Project No. 19-33, "DRIED SOLIDS STORAGE AREA"**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

*[Signatures on Following Page]*



IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: (    ) \_\_\_\_\_ Fax No.: (    ) \_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**EXHIBIT E**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a contract for **Project No. 19-33, "DRIED SOLIDS STORAGE AREA"**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal's heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor's subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: (    ) \_\_\_\_\_ Fax No.: (    ) \_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY:** There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**ESCROW FOR SECURITY DEPOSIT  
IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the **City of Turlock**, whose address is 156 S. Broadway, Turlock, CA, 95380, hereinafter called "City", \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Contractor", and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the construction contract entered into between the City and Contractor for **Project No. 19-33, Dried Solids Storage Area** in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract amount between the City and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

The Contractor shall select and initial one of the following options:

2. ☐ The City shall make progress payments to the Contractor for such funds that otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above,

OR

3. ☐ The City shall make payment of retentions earned directly to the Escrow Agent. The Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned shall be for the sole use of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of

the escrow account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. Contractor authorizes the Escrow Agent to issue monthly statements of the status of the funds held in the escrow account to the City. Escrow Agent shall issue said statements on a monthly basis and mail to: City of Turlock, ATTN: Finance Department, 835 East 14<sup>th</sup> Street, Turlock, CA 94577.
11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

**On behalf of City:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

**On behalf of Contractor:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

**On behalf of Escrow Agent:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

At the time the escrow account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their proper officers on the date first set forth above.

**City:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

**Contractor:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

# **City Council Staff Report**

**November 12, 2019**



---

From: Allison Van Guilder, Parks, Recreation and Public Facilities Director

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Motion: Approving Amendment No. 1 to an Agreement with CrimeTek Security Services of Turlock, California, for unarmed, private security services at Roger K. Fall Transit Center, amending the scope of work and compensation to include private security services at City Hall

Resolution: Appropriating \$46,062 to account number 110-10-112-43005\_000 "Alarm Monitoring" to be funded by \$35,247 from General Fund unallocated reserves and \$10,815 from Non-General Fund unallocated reserves as delineated in the Resolution, for unarmed, private security services at City Hall

Resolution: Approving a budget transfer of \$10,000 from Fund 426, with the transfer of \$10,000 from account number 426-40-415-238.47450 "Contingencies (Operations)" to account number 426-40-415-238.43170 "Security", to pay for the specified services at the Roger K. Fall Transit Center for the remainder of the fiscal year

## **2. SYNOPSIS:**

Amending the agreement with CrimeTek Security Services to include private security services at City Hall.

## **3. DISCUSSION OF ISSUE:**

On November 13, 2018, the City Council approved an Agreement with CrimeTek Security to provide security services at the Roger K. Fall Transit Center. Their services include but are not limited to providing on-site security for the safety of passengers, contracted personnel, and City personnel at the Transit Center, as well as to protect City facilities and equipment from theft, vandalism, and other illegal activities. CrimeTek provides perimeter and site security services 24 hours per day, 7 days per week, 365 days per year.



Staff is recommending increasing security and compensation by \$10,000 per fiscal year in order to provide enhanced security services during major events or promotions at the Transit Center, such as the Stanislaus County Fair, and to account for increases to State minimum wage requirements.

It is recommended to increase account number 426-40-415-238.43170 "Security" from \$160,000 to \$170,000 and decrease account number 426-40-415-238.47450 "Contingencies (Operations)" from \$25,000 to \$15,000.

In addition to increasing the services at the Transit Center, City staff is recommending expanding CrimeTek's services to City Hall located at 156 S Broadway. The current design of City Hall allows for direct access to the majority of the departments within the building. Visitors are allowed to move about the building without obtaining authorization. As a result of various incidents, it has become evident changes are necessary in order to more closely manage the access and security of the building. This is primarily in the name of safety for both employees and customers conducting business at City Hall.

The use of private security in government facilities is not uncommon and several partner agencies in our region employ this method to address similar needs. Staff has explored various options including private security and the installation of physical barriers at key access points. When implemented together, it is believed these measures will provide the most effective means to address security concerns while still providing excellent customer service. Should the City Council approve the implementation of CrimeTek's services at City Hall, City staff will work to implement the recommended physical barriers. These enhancements consist of latched gates in the lobby area. Costs to construct these barriers are estimated at \$10,000 and will be paid for using resources available in the Broadway City Hall maintenance fund.

In addition to providing security during normal business hours, CrimeTek will provide front lobby security during all City Council, Commission, and after hour special meetings. Currently there is no security provided at Planning Commission or Parks, Arts and Recreation Commission meetings.

**4. BASIS FOR RECOMMENDATION:**

- A. Amendment No. 1 would provide safer interactions for customers and City Hall staff. Given the City's transition toward permitting cannabis operations, the costs associated with enhanced security services could potentially be covered by revenue generated from those agreements. The nexus between large cash transactions at City Hall and the current lack of security make this funding source a reasonable option.
- B. CrimeTek Security Services is currently contracted to provide unarmed private security services to the City of Turlock.

- C. Pursuant to Section 2-7-08(e) of the Turlock Municipal Code, contracts for services above \$25,000 shall be approved by the City Council.

## 5. FISCAL IMPACT:

**Fiscal Impact:** The cost to provide the additional security services at City Hall, 156 S Broadway, for the remainder of FY 2019-20 is expected to not exceed \$34,546.50 (per the estimate of hours below), however, the hourly rate is fixed based on a regular hourly rate of \$18 per officer and an overtime rate (when necessary) of \$27 per officer. The total additional cost over the full term of the Agreement (through June 30, 2021) shall not exceed \$80,608.50, for additional security at City Hall and \$10,000 for additional event security at the Roger Fall Transit Center for a total contract cost of \$518,560.50 (Roger K. Fall Transit Center and City Hall).

### City Hall

The annual cost of services at City Hall, 156 S. Broadway, is outlined below:

Event	Frequency	# Hours Per Month	Cost
City Hall 8 AM to 5 PM	M-F	172	\$3,096.00
City Hall OT (1 hour of OT each day)(9 hrs.)	M-F	21.5	\$580.50
Council Meetings	Bi-Monthly	6	\$108.00
PARC Meetings	Once Per Month	1	\$18.00
Planning Commission Meetings	Once Per Month	2	\$36.00

<b>Total Cost Per Month</b>	<b>\$3,838.50</b>
<b>Total Cost Per Year</b>	<b>\$46,062.00</b>

Based on square footage occupied by each division, the annual portion identified for services at City Hall will be paid for as follows:

General Fund: \$35,247

110-10-100.45004 Alarm Monitoring (Council) \$3,577  
 110-10-102.45004 Alarm Monitoring (City Manager) \$3,386  
 110-10-109.45004 Alarm Monitoring (Human Resources) \$1,973  
 110-10-110.45004 Alarm Monitoring (Payroll) \$1,727  
 110-10-106.45004 Alarm Monitoring (Finance) \$5,379  
 501-10-130.45004 Alarm Monitoring (Information Technology) \$1,312  
 110-10-108.45004 Alarm Monitoring (City Attorney) \$1,480  
 110-40-400.45004 Alarm Monitoring (Planning) \$2,196  
 405-40-405.45004 Alarm Monitoring (Building) \$5,133

502-40-410.45004 Alarm Monitoring (Engineering) \$9,084

Non-General Fund: \$10,815

255-41-485.45004 Alarm Monitoring (Housing) \$1,640

410-51-530.45004 Alarm Monitoring (WQC) \$4,587

420-52-550.45004 Alarm Monitoring (Water) \$4,588

If this Amendment is approved, FY 2019-20 costs would be pro-rated for the remaining eight months of the fiscal year, as delineated above.

Roger K. Fall Transit Center

The additional services provided at the Roger K. Fall Transit Center in the amount of \$10,000 will be covered using Transit funds as outlined below:

Sufficient funding is available in Fund 426, with the transfer of \$10,000 from account number 426-40-415-238.47450 "Contingencies (Operations)" to account number 426-40-415-238.43170 "Security" to pay for the specified services for the remainder of the fiscal year. City staff will budget sufficient funding to cover these expenses in future fiscal years. The anticipated source of all funding for the Transit portion of this contract is Local Transportation Fund (LTF) transit monies.

As an expense associated with the operation and maintenance of the Transit Center, it is exempt by the Transportation Development Act (TDA) as an operating expense and will not negatively affect the City's mandated fare recovery ratio. Funding for the project is provided by StanCOG to the City prior to funding general transit claims for each of the region's four operators.

**7. CITY MANAGER'S COMMENTS**

Recommend Approval.

**8. ENVIRONMENTAL DETERMINATION:**

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

**9. ALTERNATIVES:**

- A. Reject Amendment No. 1 with CrimeTek and continue operations at City Hall without private security. City staff does not recommend this approach because security services help enhance safety for City staff and customers

and the increased compensation for services at the Transit Center are necessary to accommodate additional officers needed for special events.

- B. Utilize part-time staff to provide security services at the front lobby entrance to City Hall. This will require an annual appropriation of approximately \$37,000. City staff does not recommend this alternative as the part-time staff will lack the appropriate training and experience needed for this type of service. The high rate of part-time turn-over will also make it difficult to keep the position regularly staffed, likely leading to additional recruitment costs and varying levels of security at City Hall.



**AMENDMENT NO. 1  
to the  
Agreement between the  
CITY OF TURLOCK  
and  
CRIMETEK SECURITY SERVICES  
  
CITY CONTRACT NO. 2019-00000039**

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**THIS AMENDMENT NO. 1**, dated November 12, 2019, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **CRIMETEK SECURITY SERVICES**, (hereinafter "CONSULTANT").

**WHEREAS**, the parties hereto previously entered into an agreement dated November 13, 2018, whereby CONSULTANT would provide unarmed private security services for the Roger K. Fall Transit Center (hereinafter the "Agreement"); and

**WHEREAS**, the parties would like to amend the Agreement to adjust the scope of work and compensation; and

**WHEREAS**, staff is recommending increasing compensation for services provided at the Transit Center by \$10,000 per year in order to provide enhanced security services during major events or promotions at the Transit Center, as well as account for increases to State minimum wage requirements; and

**WHEREAS**, in addition to increasing the services at the Transit Center, staff is recommending expanding CrimeTek's services to City Hall located at 156 S Broadway; and

**WHEREAS**, the cost to provide the additional security services at City Hall, 156 S Broadway, for the remainder of FY 2019-20 is expected to not exceed \$34,546.50, however, the hourly rate is fixed based on a regular hourly rate of \$18 per officer and an overtime rate (when necessary) of \$27 per officer; and

**WHEREAS**, the total additional cost over the full term of the Agreement (through June 30, 2021) shall not exceed \$80,608.50 for additional security at City Hall and \$20,000 for additional security at the Roger Fall Transit Center for a total contract cost of \$518,560.50 (Roger K Fall Transit Center and City Hall).

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

1. Section 1. Scope of Work of the Agreement is amended to read as follows:

**"1. SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession, the Request for Proposals attached hereto as Exhibit A, the CONSULTANT's proposal attached hereto as Exhibit B and the CONSULTANT's proposal attached hereto as Exhibit D. CONSULTANT shall provide Services that are acceptable to City."

2. Section 4. Compensation of the Agreement is amended to read as follows:

**"4. COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit C and Exhibit D as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A, Exhibit B, and Exhibit D and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Two Hundred Fifteen Thousand Thirty-Eight and No/100ths Dollars (\$215,038.00), and in no event shall the total compensation under this Agreement exceed Five Hundred Eighteen Thousand Five Hundred Sixty and No.100ths Dollars (\$518,560.50).

3. All other terms and conditions of the Agreement shall remain in full force and effect.

(Signatures on following page)

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_  
Michael I. Cooke, Interim City Manager

Date: \_\_\_\_\_

**CRIMETEK SECURITY SERVICES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO SUFFICIENCY:**

By: \_\_\_\_\_  
Allison Van Guilder, Director of  
Parks, Recreation & Public Facilities

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Douglas L. White, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Jennifer Land, City Clerk



# PROPOSAL TO PROVIDE UNIFORMED SECURITY SERVICES

## PREPARED FOR:

City of Turlock  
156 S. Broadway  
Turlock, CA 95381

## PREPARED BY:

Ed Esmaili  
CrimeTek Security, Inc.  
P.O. Box 845  
Turlock, CA 95381-0845  
(209) 668-6208 (Phone)  
(209) 668-6703 (Fax)  
[www.CrimeTek.com](http://www.CrimeTek.com)







## **COST OF SERVICE**

CrimeTek Security shall provide all management, training, (including on the job training), supervision, manpower, material, supplies, and equipment (except as otherwise noted), and shall plan, schedule, coordinate, and assure effective performance of all services described herein. All of the following rates include: Federal and State taxes, unemployment, workers' compensation and liability insurance, training, turnover costs, recruiting, criminal record checks, drug testing, uniforms, personnel costs, as well as all other management and supervisory costs.

**RATES APPLY TO THE FOLLOWING DATE RANGE:** Open

**PROJECT SITE:** City Hall (Turlock)  
156 S. Broadway  
Turlock, CA 95380

### **BASIC UN-ARMED STANDING SECURITY OFFICER SERVICES:**

<b>Hourly Rate (Turlock):</b>	<b>\$18.00 per hour/per officer</b>
<b>O.T./Holiday* Hourly Rate:</b>	<b>\$27.00 per hour/per officer</b>

Scope of Service: to provide uniformed/ unarmed security officer to maintain access control of the City hall Lobby and to direct traffic to proper departments. The officer will also assist in maintaining access control during the following: City council meetings, City commission meetings, and all other functions and events requested by city authorities.

We are looking forward to working with you. I believe that you will be satisfied with everything CrimeTek has to offer.

For more information on CrimeTek Security, please visit our web site at [www.crimetek.com](http://www.crimetek.com)

**\*Observed Holidays- Christmas Day (December 25), New Year's Eve (December 31), Memorial Day, Independence Day (July 4), Labor Day and Thanksgiving Day**

\*The above rate will increase to accommodate the mandatory state of California wage increase by the rate of 8% on January 1<sup>st</sup> annually.

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

**IN THE MATTER OF APPROPRIATING }  
\$46,062 TO ACCOUNT NUMBER }  
110-10-112-43005\_000 "ALARM MONITORING" }  
TO BE FUNDED BY \$35,247 FROM }  
GENERAL FUND UNALLOCATED RESERVES }  
AND \$10,815 FROM NON-GENERAL FUND }  
UNALLOCATED RESERVES AS DELINEATED }  
IN THE RESOLUTION, FOR UNARMED, }  
PRIVATE SECURITY SERVICES AT CITY HALL }**

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**RESOLUTION NO. 2019-**

**WHEREAS**, on November 13, 2018, the City Council approved an Agreement with CrimeTek Security to provide security services at the Roger K. Fall Transit Center; and

**WHEREAS**, in addition to providing services at the Transit Center, City staff is recommending expanding CrimeTek's services to City Hall located at 156 S Broadway; and

**WHEREAS**, as a result of various incidents, it has become evident changes are necessary in order to more closely manage the access and security of the building; and

**WHEREAS**, the annual cost of services at City Hall, 156 S. Broadway, is outlined below:

Event	Frequency	# Hours Per Month	Cost
City Hall 8 AM to 5 PM	M-F	172.0	\$3,096.00
City Hall OT (1 hour of OT each day)(9 hrs.)	M-F	21.5	\$580.50
Council Meetings	Bi-Monthly	6.0	\$108.00
PARC Meetings	Once Per Month	1.0	\$18.00
Planning Commission Meetings	Once Per Month	2.0	\$36.00

<b>Total Cost Per Month</b>	<b>\$3,838.50</b>
<b>Total Cost Per Year</b>	<b>\$46,062.00</b>

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$46,062 to account number 110-10-112-43005\_000 "Alarm Monitoring" to be funded by \$35,247 from General Fund unallocated reserves and \$10,815 from Non-General Fund unallocated reserves as delineated in the Resolution, for unarmed, private security services at City Hall.

**BE IT FURTHER RESOLVED** that the City Council of the City of Turlock does hereby appropriate said funds as follows:

Based on square footage occupied by each division, the annual portion identified for services at City Hall will be paid for as follows:

**General Fund: \$35,247**

110-10-100.45004 Alarm Monitoring (Council) \$3,577  
110-10-102.45004 Alarm Monitoring (City Manager) \$3,386  
110-10-109.45004 Alarm Monitoring (Human Resources) \$1,973  
110-10-110.45004 Alarm Monitoring (Payroll) \$1,727  
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110-40-400.45004 Alarm Monitoring (Planning) \$2,196  
405-40-405.45004 Alarm Monitoring (Building) \$5,133  
502-40-410.45004 Alarm Monitoring (Engineering) \$9,084

**Non-General Fund: \$10,815**

255-41-485.45004 Alarm Monitoring (Housing) \$1,640  
410-51-530.45004 Alarm Monitoring (WQC) \$4,587  
420-52-550.45004 Alarm Monitoring (Water) \$4,588

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

---

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A BUDGET	}	RESOLUTION NO. 2019-
TRANSFER OF \$10,000 FROM FUND 246, WITH	}	
THE TRANSFER OF \$10,000 FROM ACCOUNT	}	
NUMBER 426-40-415-238.47450	}	
"CONTINGENCIES (OPERATIONS)" TO	}	
ACCOUNT NUMBER 426-40-415-238.43170	}	
"SECURITY", TO PAY FOR THE SPECIFIED	}	
SERVICES AT THE ROGER K. FALL TRANSIT	}	
CENTER FOR THE REMAINDER OF THE	}	
FISCAL YEAR	}	

---

**WHEREAS**, on November 13, 2018, the City Council approved an Agreement with CrimeTek Security to provide security services at the Roger K. Fall Transit Center; and

**WHEREAS**, staff is recommending increasing security and compensation by \$10,000 per year in order to provide enhanced security services during major events or promotions at the Transit Center as well as to account for increases to State minimum wage requirements; and

**WHEREAS**, it is recommended to increase account number 426-40-415-238.43170 "Security" from \$160,000 to \$170,000 and decrease account number 426-40-415-238.47450 "Contingencies (Operations)" from \$25,000 to \$15,000; and

**WHEREAS**, the budget transfer will fund specified services for the remainder of the fiscal year;

**WHEREAS**, City staff will budget sufficient funding to cover these expenses in future fiscal years.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve a budget transfer of \$10,000 from Fund 426, with the transfer of \$10,000 from account number 426-40-415-238.47450 "Contingencies (Operations)" to account number 426-40-415-238.43170 "Security", to pay for the specified services at the Roger K. Fall Transit Center for the remainder of the fiscal year.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

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

# City Council Staff Report

November 12, 2019



From: Allison Van Guilder, Parks, Recreation and Public Facilities Director

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

## 1. ACTION RECOMMENDED:

Resolution: Approving the purchase of one (1) Caterpillar Model 420F2 Backhoe Loader Stock Number M2116 for the Parks, Recreation and Public Facilities Department from Holt of California, through the Sourcewell Contract No. 032515-CAT, in an amount not to exceed \$134,394.77 from account numbers 506-00-000-221.51020 (Parks, Recreation & Public Facilities), 506-00-000-231.48001\_215 (Streets), 506-00-000-232.48001\_215 (Storm), and 506-00-000-234.48001\_215 (Landscape Assessments), and declaring the replaced equipment surplus

## 2. SYNOPSIS:

Approving the purchase of one (1) Caterpillar Model 420F2 Backhoe Loader Stock Number M2116.

## 3. DISCUSSION OF ISSUE:

Staff has identified the need to replace one (1) Case Backhoe assigned to the Parks, Recreation & Public Facilities Department with one (1) Caterpillar Model 420F2 Backhoe Loader Stock Number M2116. The current equipment is beyond its useful life and is costing too much to maintain.

Staff is proposing the City of Turlock utilize the Sourcewell Contract No. 032515-CAT with Holt of California for the purchase of the new backhoe loader. The quote, prepared by Holt of California, is attached to the resolution as Exhibit A.

Vehicle Description	Department	Replacement	Cost
Caterpillar Model 420F2 Backhoe Loader Stock Number M2116	Parks, Recreation & Public Facilities	ST 88-7033	\$134,394.77

As per Turlock Municipal Code Section 2-7-04, the Purchasing Officer will facilitate the surplus process for the existing equipment to be replaced.

**4. BASIS FOR RECOMMENDATION:**

- A. The Parks, Recreation and Public Facilities Department needs the proper equipment to maintain services to the public.
- B. Pursuant to Turlock Municipal Code Section 2-7-08(b)(5), Bidding procedures are not required under the following circumstances regardless of the amount involved: When engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:**        \$134,394.77

506-00-000-221.51020	\$33,598.69
506-00-000-231.48001_215	\$33,598.69
506-00-000-232.48001_215	\$33,598.69
506-00-000-234.48001_215	\$33,598.70

All funds are currently budgeted. No additional appropriation is needed. No General Fund dollars will be used for this purchase.

Finance staff has reviewed this staff report.

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. The Council could decline the equipment purchase. The alternative is not recommended because the equipment is needed to maintain services to the public.

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

IN THE MATTER OF APPROVING THE }  
PURCHASE OF ONE (1) CATERPILLAR }  
MODEL 420F2 BACKHOE LOADER }  
STOCK NUMBER M2116 FOR THE PARKS, }  
RECREATION AND PUBLIC FACILITIES }  
DEPARTMENT FROM HOLT OF CALIFORNIA, }  
THROUGH THE SOURCEWELL CONTRACT }  
NO. 032515-CAT, IN AN AMOUNT NOT TO }  
EXCEED \$134,394.77 FROM ACCOUNT }  
NUMBERS 506-00-000-221.51020 (PARKS, }  
RECREATION & PUBLIC FACILITIES), }  
506-00-000-231.48001\_215 (STREETS), }  
506-00-000-232.48001\_215 (STORM), AND }  
506-00-000-234.48001\_215 (LANDSCAPE }  
ASSESSMENTS), AND DECLARING THE }  
REPLACED EQUIPMENT SURPLUS }

---

**RESOLUTION NO. 2019-**

**WHEREAS**, staff has identified the need to replace one (1) Case Backhoe assigned to the Parks, Recreation & Public Facilities Department with one (1) Caterpillar Model 420F2 Backhoe Loader Stock Number M2116; and

**WHEREAS**, the current equipment is beyond its useful life and is costing too much to maintain; and

**WHEREAS**, pursuant to Turlock Municipal Code Section 2-7-08(b)(5), staff is proposing the City of Turlock utilize the Sourcewell Contract No. 032515-CAT with Holt of California for the purchase of the new backhoe loader; and

**WHEREAS**, the table below shows the identified equipment to be purchased and the cost associated. Additional product details, specifications, and quote are attached as "Exhibit A"; and

Vehicle Description	Department	Replacement	Cost
Caterpillar Model 420F2 Backhoe Loader Stock Number M2116	Parks, Recreation & Public Facilities	ST 88-7033	\$134,394.77

**WHEREAS**, pursuant to Turlock Municipal Code Section 2-7-04, the Purchasing Officer will facilitate the surplus process for the existing equipment to be replaced.



**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the purchase of one (1) Caterpillar Model 420F2 Backhoe Loader Stock Number M2116 for the Parks, Recreation and Public Facilities Department from Holt of California, through the Sourcewell Contract No. 032515-CAT, in an amount not to exceed \$134,394.77 from account numbers 506-00-000-221.51020 (Parks, Recreation & Public Facilities), 506-00-000-231.48001\_215 (Streets), 506-00-000-232.48001\_215 (Storm), and 506-00-000-234.48001\_215 (Landscape Assessments), and declare the replaced equipment surplus.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

---

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

# EXHIBIT A

DEPARTMENT REQUISITION			DEPARTMENT APPROVAL		
Prepare this form in accordance with instruction on back SUBMIT IN DUPLICATE			I certify that this order in compliance with current City Budget.		
INFORMATION SHOULD BE TYPED OR NEATLY PRINTED WITH BALL POINT PEN					
Date of Request	Fiscal Year	Fund /Account	Authorized Signature		
9/4/2019	19/20	See Attached			
Requesting Department Parks and Recreation		Phone Ext. 668-5599 4458	PURCHASING OFFICE USE ONLY		
Name of Requestor Ray Garcia	Installation By: <input checked="" type="checkbox"/> Requestor <input type="checkbox"/> Vendo				
Required Delivery Date: 12-30-19	Deliver To:(Building & Room)				
REQUESTOR'S PRICING SOURCE: <input type="checkbox"/> ESTIMATE <input checked="" type="checkbox"/> QUOTE ATTACHED					
<input type="checkbox"/> Tel. Quote by: _____ Date: _____ <input type="checkbox"/> Catalog:		<input checked="" type="checkbox"/> PURCHASE ORDER NO. <input type="checkbox"/> CONTRACT NO. <input type="checkbox"/> BID NO. <input type="checkbox"/> FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> SHIPPING POINT			
			<input type="checkbox"/> TERMS NO. NET 30 <input type="checkbox"/> PROCUREMENT CARD PURCHASE <input type="checkbox"/> LESS THAN \$75 USE A DEMAND FORM		
SUGGESTED VENDOR OR VENDOR ORDER PLACED WITH: VENDOR NO.. Holt of California 1521 W Charter Way Stockton, CA 95206 Attn: David Phone: 209-321-8365 Fax No:			MULTIPLE ACCOUNTS		
			Fund	Account (s)	Amount
			506	221.51020	37,500
			506	231.48001-215	37,500
			506	232.48001-215	37,500
			506	234.48001-215	37,500
Quantity wanted	DESCRIPTION LIST COMPLETE DETAILED SPECIFICATION:			Unit Price	TOTAL AMOUNT
1	Caterpillar Model 420F2 Backhoe Loader Stock number M2116				\$124,583.80
	Serial Number 0HWC04165 Yesr 2019				
	Quote # 117020-01				
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
ATTENTION:				Subtotal	\$124,583.80
				Sales Tax	\$9,810.97
				Freight	
despindula@holtca.com				Grand Total	\$134,394.77

8/28/16  
new

Quote 117020-01

**HOLT**  
of California

August 26, 2019

CITY OF TURLOCK  
156 S BROADWAY #112  
TURLOCK, California 95380 5454  
Account # 0138559

Attention: RAY GARCIA

New Caterpillar Model: 420F2 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: M21116

SERIAL NUMBER: 0HWC04165

YEAR: 2019

SMU: 5

**ADDITIONAL SPECIFICATIONS**

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
450-8448	420F2 BHL ST, TIER 4, HRC	395-2942	SEAT, DELUXE FABRIC, HEATED
450-8730	STICK, EXTENDABLE, 14FT	337-7442	BUCKET-MP, 1.4 YD3, PO
450-8757	ENGINE, 74.5KW,C4.4 ACERT, T4F	9R-5320	CUTTING EDGE, TWO PIECE,WIDE
450-8530	HYDRAULICS, MP, 6FCN/8BNK, ST	485-5303	COUPLER, PG, HYD.D LOCK,BHL-F
450-8683	CAB, DELUXE	456-3390	COUPLING,QD,THREADED WITH CAPS
450-8715	AIR CONDITIONER, T4	540-2298	RADIO, FM BLUETOOTH
430-9944	INSTRUCTIONS, ANSI	382-2499	MIRRORS, EXTERNAL, BOTH SIDES
398-2681	RIDE CONTROL	450-8578	LINES,HYD COUPLER 14FT E-STICK
398-2853	LINES, COMBINED AUX, E-STICK	461-6839	SHIPPING/STORAGE PROTECTION
457-2797	BATTERY, HEAVY DUTY	462-1033	RUST PREVENTATIVE APPLICATOR
423-7607	PLATE GROUP - BOOM WEAR	436-5177	ENG SN: W7N53184
450-8616	PT, 4WD, AUTOSHIFT	A37852	BUCKET-HD, 36", 10.3 CFT - A37852
447-0048	PRODUCT LINK, SATELLITE PL631E	A35000	THUMB, HYDRAULIC, TINE, BHL - A35000
491-6736	WORKLIGHTS (8) LED LAMPS	380-8961	TIRES,12.580/19.5L-24 FS
206-1746	SEAT BELT" SUSENSION	9R-6007	STABILIZER PADS, FLIP-OVER
337-9696	COUNTERWEIGHT, 1015LBS	211-4292	BEACON, MAGNETIC MOUNT
421-8926	SERIALIZED TECHNICAL MEDIA KIT	399-0118	SERVICE FILTER PACK, T4/C4.4

**WARRANTY INFORMATION**

Standard Warranty:

12 MONTHS/ UNLIMITED HOURS

Extended Warranty:

420-36 MO/3500 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

LIST PRICE	\$154,635.00
SOURCEWELL DISCOUNT 22%	-\$34,019.70
NET BALANCE	\$120,615.30
HOLT OF CALIFORNIA DISCOUNT -1.2%	-\$1855.62
NET BALANCE	\$118,759.68
PREP, HAUL & INSTALLATION	\$4,774.12
EXT WARRANTY	\$1,050.00
NET BALANCE	\$124,583.80
SALES TAX (7.875%)	\$9,810.97
AFTER TAX BALANCE	\$134,394.77

**STANDARD EQUIPMENT**

**BOOMS, STICKS, AND LINKAGES** -14'4" Center pivot excavator style -backhoe -Pilot operated joystick hydraulic -controls with pattern changer valve -Pilot operated stabilizer controls -Boom transport lock -Swing transport lock -Street pads stabilizer shoes -Anti-drift hydraulics -(Boom, Stick and E-Stick) -Cat Cushion Swing(tm) system -Bucket level indicator -Lift cylinder brace -Return-to-dig (auto bucket positioner) -Self-leveling loader with single lever -control -Transmission neutralizer switch -Single Tilt Loader

**POWERTRAIN** -Cat C4.4, 74.5KW (Net 92HP / 69KW) -Direct Injection Turbo Charged Engine, -with ACERT technology. -US EPA Tier4 Final Emissions Compliant -with Selective Catalytic Reduction(SCR) -Water separator with service indicator -Thermal starting aid system -Eco mode -A dry-type axial seal air cleaner with -integral precleaner, automatic dust -ejection system & filter condition indicator -Hydraulically boosted multi-plate wet -disk brake with dual pedals & interlock -Differential lock -Drive-line parking brake -High Ambient Cooling Package -Torque converter -Transmission-four speed synchro mesh -with power shuttle & neutral safety switch -Spin-on fuel, engine oil & transmission -oil filters -Outboard planetary rear axles -Open Circuit Breather -

**HYDRAULICS** -Load sensing, variable flow system -with 43 gpm axial piston pump -6 micron hydraulic filter -O-ring face seal hydraulic fittings -Caterpillar XT-3 hose -Hydraulic oil cooler -Pilot control shutoff switch -PPPC, Flow-sharing hydraulic valves -Hydraulic suction strainer -

**ELECTRICAL** -12 volt electrical start -150 ampere alternator -Horn and Backup Alarm -Hazard flashers/turn signals -Halogen head lights (4) -Halogen rear flood lights (4) -Stop and tail lights -Audible system fault alarm -Key start/stop system -880 CCA maintenance free battery -Battery disconnect switch -External/internal power receptacles(12v) -Diagnostic ports for engine and machine -Electronic Control Modules -Remote jump start connector -

**OPERATOR ENVIRONMENT** -Lighted gauge group -Interior rearview mirror -ROPS canopy, Rear Fenders -2-inch retractable seat belt -Tilt steering column -Steering knob -Hand and foot throttle -Automatic Engine Speed Control -One Touch Low Idle -Floor mat and Coat Strap -Lockable storage area -Air suspension seat

**OTHER STANDARD EQUIPMENT** -Hydrostatic power steering -Standard Storage Box -Transport tie-downs -Ground line fill fuel tank with 44 -gallon capacity -Ground line fill diesel exhaust fluid -tank with 5 gallon capacity -Rubber impact strips on radiator guards -Bumper -CD-ROM Parts Manual -Backhoe Safety Manual -Operations and Maintenance Manual -Lockable hood -Tire Valve Stem Protection -Long Life Coolant -30C (-20F) -Padlocks (2 on ST, 3 on IT)

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by \_\_\_\_\_  
(Please Print)

Date \_\_\_\_\_

Signature \_\_\_\_\_

Sincerely,  
David Espindula  
Territory Manager  
Holt of California  
despindula@holtca.com  
Cell: (209) 321-8365

# City Council Staff Report

November 12, 2019



From: Allison Van Guilder, Parks, Recreation and Public Facilities Director

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

## 1. ACTION RECOMMENDED:

Resolution: Approving the purchase of one (1) PB Loader Model BC-3SM PB Slip-In Patcher including Emulsion Spray Unit for the Parks, Recreation and Public Facilities Department from Municipal Maintenance Equipment, Inc., through the Sourcewell Contract No. 052417-PBL, in an amount not to exceed \$77,273.56 from account numbers 219-40-428.51030 (Hot Mix Trailer) and 219-40-428.51105 (Vehicle)

## 2. SYNOPSIS:

Approving the purchase of one (1) PB Loader Model BC-3SM PB Slip-In Patcher including Emulsion Spray Unit.

## 3. DISCUSSION OF ISSUE:

Previously, Council had approved the purchase of a new hot mix trailer for street maintenance functions including potholes and trench repairs. After further research and demonstrations, it was determined that it would be more beneficial to convert an existing truck into a hot box truck rather than purchase a hot mix trailer to be towed behind the truck. Some of the benefits include increased production, increased capacity, and efficiency.

Staff has identified the opportunity to purchase one (1) new PB Loader Model BC-3SM PB Slip-In Patcher including Emulsion Spray Unit to insert onto an existing truck to increase the capacity of street maintenance functions.

Staff is proposing the City of Turlock utilize the Sourcewell Contract No. 052417-PBL with Municipal Maintenance Equipment, Inc. for the purchase of the PB Loader Model BC-3SM PB Slip-In Patcher including Emulsion Spray Unit. The quote, prepared by Municipal Maintenance Equipment, is attached to the resolution as Exhibit A.

**4. BASIS FOR RECOMMENDATION:**

- A. The Parks, Recreation and Public Facilities Department needs the proper equipment to maintain services to the public.
- B. Pursuant to Turlock Municipal Code Section 2-7-08(b)(5), Bidding procedures are not required under the following circumstances regardless of the amount involved: When engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:**        \$77,273.56

219-40-428.51030	\$42,000.00
219-40-428.51005	\$35,273.56

All funds are currently budgeted. No additional appropriation is needed. No General Fund dollars will be used for this purchase.

Finance staff has reviewed this staff report.

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. The Council could decline the equipment purchase. The alternative is not recommended because the equipment is needed to maintain services to the public.

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

<b>IN THE MATTER OF APPROVING THE PURCHASE OF ONE (1) PB LOADER MODEL BC-3SM PB SLIP-IN PATCHER INCLUDING EMULSION SPRAY FOR THE PARKS, RECREATION AND PUBLIC FACILITIES DEPARTMENT FROM MUNICIPAL MAINTENANCE EQUIPMENT, INC., THROUGH THE SOURCEWELL CONTRACT NO. 052417-PBL, IN AN AMOUNT NOT TO EXCEED \$77,273.56 FROM ACCOUNT NUMBERS 219-40-428.51030 (HOT MIX TRAILER) AND 219-40-428.51105 (VEHICLE)</b>	} } } } } } } } } } } } } }	<b>RESOLUTION NO. 2019-</b>
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**WHEREAS**, previously Council had approved the purchase of a new hot mix trailer for street maintenance functions including potholes and trench repairs; and

**WHEREAS**, after further research and demonstrations, it was determined that it would be more beneficial to convert an existing truck into a hot box truck rather than purchase a hot mix trailer to be towed behind the truck; and

**WHEREAS**, some of the benefits include increased production, increased capacity, and efficiency; and

**WHEREAS**, staff has identified the opportunity to buy one (1) new PB Loader Model BC-3SM PB Slip-In Patcher including Emulsion Spray Unit to insert onto an existing truck to increase the capacity of street maintenance functions; and

**WHEREAS**, pursuant to Turlock Municipal Code Section 2-7-08(b)(5), staff is proposing the City of Turlock utilize the Sourcewell Contract No. 052417-PBL with Municipal Maintenance Equipment, Inc. for the purchase of the PB Loader Model BC-3SM PB Slip-In Patcher including Emulsion Spray Unit. Product details, specifications, and quote are attached as "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the purchase of one (1) PB Loader Model BC-3SM PB Slip-In Patcher including Emulsion Spray Unit for the Parks, Recreation and Public Facilities Department from Municipal Maintenance Equipment, Inc., through the Sourcewell Contract No. 052417-PBL, in an amount not to exceed \$77,273.56 from account numbers 219-40-428.51030 (Hot Mix Trailer) and 219-40-428.51105 (Vehicle).

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

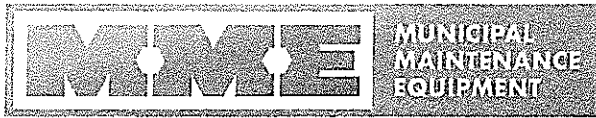
AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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





CSLB #980409  
 DIR 1000004282  
 www.source-mme.com  
 Toll Free 1-888-484-9968

September 12, 2019

City of Turlock  
 144 S. Broadway  
 Turlock, CA 95380

Tel: 209-678-6345  
 mmurphy@turlock.ca.us

Attention: Mike Murphy, Maintenance Supervisor Assistant

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell program Contract No. 052417-PBL for one (1) PB Loader Model BC-3SM PB Slip-In Patcher including Emulsion Spray Unit for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Turlock, CA	\$77,881.00
	Extra Industry Discount	- 8,566.00
	Sub-Total	\$69,315.00
	7.875% Estimated Sales Tax	5,458.56
	Sub-Total	\$74,773.56
	Estimated Freight	2,500.00
	Total	\$77,273.56

**City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Holder:**

PB Loader Corporation 5778 W. Barstow, Fresno, CA 93722-5024

Tel: (559) 277-7370 Fax: (559) 277-7375 Toll Free: (800) 350-8521

- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the PB Loader products.
- Pricing includes delivery and on-site training.
- Normal delivery 220-250 days A.R.O.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,  
 Municipal Maintenance Equipment, Inc.

A handwritten signature in black ink, appearing to read 'James Wheeler', is written over a circular stamp or seal.

James Wheeler,  
 General Manager

Enclosure



**QUOTATION  
NO. 10034R**

CITY OF TURLOCK  
SOURCEWELL MEMBER ID NO. 101769

DATE: 9/11/2019  
TERMS: NET 30  
F.O.B: DEALER  
MFG PRODUCT: SEE BELOW  
INSTALL: N/A

QTY	PART NO	DESCRIPTION	PRICE	EXTENSION
		<b><u>PB LOADER CONTRACT NO. 052417-PBL</u></b> <b><u>SOURCEWELL CONTRACT - LISTED PRICES</u></b>		
1	51245-01	MODEL BC-3SM PB SLIP-IN PATCHER(3 CU. YD. CAPACITY) EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED, 20 HP LPG ENGINE WITH ELECTRIC START, 25 GALLON LPG TANK, KEVLAR CHAIN CONVEYOR, SHOVELING APRON, AND PAINT BLACK	\$61,869.00	\$61,869.00
1	6024-00	THERMOMETER 0-300		\$200.00
1	50553-00	PIVOTAL ASPHALT CHUTE		\$1,098.00
1	50640-00	COMPACTOR LIFT PLATFORM - HYDRAULIC		\$2,808.00
1	50552-00	HAND TORCH WITH 25 FEET OF HOSE		\$437.00
2		WHELEN MODEL L31HAF STROBE W/L360BGB BRANCH GUARD	\$1,274.00	\$2,548.00
1	BH-30-6	PB MODEL BH-30-6 EMULSION SPRAY UNIT HEATED BY PLUG-IN ELECTRIC HEAT SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 6 GAL. SOLVENT TANK, 24 GAL. EMULSION, WAND WITH 25' HOSE, INSTALLATION AND PAINT BLACK	\$7,688.00	\$7,688.00
		TOTAL LIST:		\$76,648.00
		3% SOURCEWELL DISCOUNT:		(\$2,299.00)
		<b><u>NONLISTED ITEMS</u></b>		
1		UMBILICAL CORD FOR SAFETY LIGHTING		\$1,018.00
1		WHELEN TF125NF1 ARROW BOARD		\$2,514.00
		TOTAL:		\$77,881.00
		EXTRA INDUSTRY DISCOUNT (11%):		(\$8,566.00)
		SALES TAX (7.875%):		\$5,458.56
		FREIGHT		\$2,500.00
		TOTAL WITH DISCOUNT AND FREIGHT:		\$77,273.56
		NOTES: 1. LEAD TIME FOR PATCHER UNIT PRODUCTION IS 180-210 DAYS RECEIPT OF ORDER. LEAD TIMES SUBJECT TO CHANGE AT TIME OF  Delivery times are approximate.		

PB Loader Corporation  
5778 W. Barstow • Fresno, California 93722-5024 • Telephone (559) 277-7370 • Fax (559) 277-7375  
Toll free 800-350-8521 • Web [www.pbloader.com](http://www.pbloader.com)

# City Council Staff Report

November 12, 2019



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From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

**1. ACTION RECOMMENDED:**

Resolution: Appropriating \$30,319.64 to account number 228-60-606.38001\_303 "Transfers In To Close HRP Grant (Montana Park)" to be funded from account number 269-60-614-381.48001\_303 "Transfer Out To Close HRP Grant (Montana Park)" to clear the balance in Fund 269

**2. SYNOPSIS:**

Appropriating \$30,319.64 to account number 228-60-606.38001\_303 "Transfers In To Close HRP Grant (Montana Park)" to be funded from account number 269-60-614-381.48001\_303 "Transfer Out To Close HRP Grant (Montana Park)".

**3. DISCUSSION OF ISSUE:**

On April 12, 2016, Council authorized the appropriation of \$310,000 to account number 269-60-614-381.51270 "Construction Project" to be funded using \$282,000 of Fund 228 "Park Development Tax – Neighborhood Parks" reserves and \$28,000 in Housing Related Parks (HRP) grant funds to complete the necessary funding for this project. At the end of the project, there was a positive balance in Fund 269. Staff is recommending these funds be moved back into Fund 228 for future park development. The mentioned appropriation is a clean up item for Finance staff to close out the account balance in Fund 269.

**4. BASIS FOR RECOMMENDATION:**

A. An appropriation is necessary to zero out Fund 269 from FY 2017-2018.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** Staff is requesting a one-time appropriation of \$30,319.64 to account number 228-60-606.38001\_303 "Transfers In To Close HRP Grant

(Montana Park)" to be funded from account number 269-60-614-381.48001\_303  
"Transfer Out To Close HRP Grant (Montana Park)".

**6. CITY MANAGER'S COMMENTS**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Deny the appropriation for the purpose of closing out the Fund. Staff does not recommend this as the appropriation is needed to clear the positive balance in the Fund.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2019-
\$30,319.64 TO ACCOUNT NUMBER	}	
228-60-606.38001_303 "TRANSFERS IN TO	}	
CLOSE HRP GRANT (MONTANA PARK)" TO	}	
BE FUNDED FROM ACCOUNT NUMBER	}	
269-60-614-381.48001_303 "TRANSFER OUT	}	
TO CLOSE HRP GRANT (MONTANA PARK)"	}	
TO CLEAR THE BALANCE IN FUND 269	}	

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**WHEREAS**, on April 12, 2016, Council authorized the appropriation of \$310,000 to account number 269-60-614-381.51270 "Construction Project" to be funded using \$282,000 of Fund 228 "Park Development Tax – Neighborhood Parks" reserves and \$28,000 in HRP grant funds to complete the necessary funding for this project; and

**WHEREAS**, at the end of the project there was a positive balance in Fund 269; and

**WHEREAS**, the mentioned appropriation is a clean up item for Finance staff to close out the account balance in Fund 269.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$30,319.64 to account number 228-60-606.38001\_303 "Transfers In To Close HRP Grant (Montana Park)" to be funded from account number 269-60-614-381.48001\_303 "Transfer Out To Close HRP Grant (Montana Park)" to clear the balance in Fund 269.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

6K

# **City Council Staff Report**

**November 12, 2019**



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From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Motion: Approving an Agreement with Express Press of Springfield, Missouri to purchase T-Shirts for Recreation Programs, for a period of twelve months, in an annual amount not to exceed \$40,000 with an option to extend the Agreement for three (3) additional one-year terms, for a total not-to-exceed amount of \$160,000, over the 4-year term of the Agreement, if all renewal periods are exercised

## **2. SYNOPSIS:**

Accepting the agreement with Express Press to print Recreation Program shirts.

## **3. DISCUSSION OF ISSUE:**

Staff is recommending an authorization to award said Contract No.20-038 with Express Press, Inc. of Springfield, Missouri, the lowest responsive and responsible bidder meeting all specifications. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

The Supplier will provide custom screen printing and furnish the t-shirts, polo shirts, sweatshirts and reversible mesh jerseys for all recreation programs and staff uniforms for special events as requested by the Recreation Department throughout the year. The shirts will be purchase on an "As Needed" basis.

The Purchasing Office issued a formal bid for t-shirts on Request for Bid (RFB) 19-028. Six (6) vendors were solicited, four (4) of which were local vendors. Three (3) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this service. Purchasing evaluated the bids. Award bid recap is shown below:

Item No	Bidder Name	Bid Amount based on Estimated Quantities
1	Express Press Springfield, Mo	\$10,540.83
2	All-Star Custom Apparel and Design, Inc. Henrieta, New York	\$11,608.18
3	Riddell Elyria, Ohio	\$16,925.06

No Bid submitted from the companies listed below:

- 1) Bilson's Sports Shop Inc. of Turlock
- 2) Play Again Sports of Modesto
- 3) BB Prints It of Turlock
- 4) Crivelli Shirts of Turlock
- 5) A & G Sales of San Diego, Ca

#### 4. BASIS FOR RECOMMENDATION:

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements with Express Press of Springfield, Missouri, in an amount not to exceed \$40,000. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

#### 5. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact – \$40, 000**

Funds are based on the purchase of t-shirts for Recreation Programs and staff from the following general ledger account numbers:

270-61-635-393.44001	ASESP Crowell Supplies	270-61-635-394.44001	ASESP Cunningham Supplies
270-61-635-395.44001	ASESP Osborn Supplies	270-61-635-396.44001	ASESP Wakefield Supplies
270-61-635-397.44001	ASESP Brown Supplies	110-61-630-404.44055	TAC Program Expenses
270-61-635-409.44001	ASESP TJHS Supplies	110-61-630-121.44055	Play Program
110-61-630-125.44055	Off Track Camp Supplies	110-61-624-059.44055	Volleyball - Spring
110-61-624-050.44055	Basketball Youth Supplies	110-61-624-066.44055	Girls Softball Reimbursement
110-61-624-051.44055	Pee Wee/T-Ball Summer	110-61-624-054.44055	Softball/Supplies Reimbursement
110-61-624-052.44055	T-ball/Pee Wee Supplies	110-61-624-055.44055	Tiny Tot Supplies- Spring Reimb.
110-61-624-056.44055	Tiny Tot Supplies Summer	110-61-624-053.44055	Turkey Trot Supplies
110-61-624-057.44055	Volleyball - Fall	110-61-626.44001_000	Aquatic Supplies General
110-61-626-103.44055	Reimb Jr Guard Prog Camp		
<b>FUND 270</b>	<b>Funded by grant funds</b>	<b>110-61-624/110-61-630</b>	<b>Funded by registration fees</b>

**6. CITY MANAGER'S COMMENTS**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council could choose not to enter into a contract with Express Press, Inc. for Recreation program shirts. This alternative is not recommended, it is advantageous to the City to contract for firm prices for the recreation programs/activities for a period of twelve months.





**AGREEMENT FOR SERVICES**  
**between**  
**THE CITY OF TURLOCK**  
**and**  
**EXPRESS PRESS**  
**for**  
**T-SHIRTS FOR RECREATION PROGRAMS & STAFF**  
**CONTRACT NO. 20-038**

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**THIS AGREEMENT** is made this 8<sup>th</sup> day of December, 2019, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **EXPRESS PRESS**, a Missouri Corporation, hereinafter referred to as "SUPPLIER."

**W I T N E S S E T H:**

**WHEREAS**, CITY has a need for t-shirts for programs and staff on an "As-Needed" basis;  
and

**WHEREAS**, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Services."

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SCOPE OF WORK:** SUPPLIER shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such Services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. SUPPLIER shall provide Services that are acceptable to CITY.

**2. PERSONNEL AND EQUIPMENT:** SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER shall reasonably require to accomplish the Services.

**3. SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

**4. COMPENSATION:** CITY agrees to pay SUPPLIER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Forty Thousand and No/100<sup>ths</sup> Dollars (\$40,000.00), and in no event shall the total not to exceed compensation under this agreement exceed One Hundred and Sixty Thousand and No/100<sup>ths</sup> Dollars (\$160,000), over

the 4-year term of the Agreement, if all renewal periods are exercised. SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each City Council meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to SUPPLIER within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to SUPPLIER within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

**5. TERM OF AGREEMENT:** This Agreement shall become effective December 8, 2019 and end December 7, 2020, subject to CITY's availability of funds.

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

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

City.

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) SUPPLIER shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of SUPPLIER, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

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

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

(f) Verification of Coverage: SUPPLIER shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SUPPLIER's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

## **8. INDEMNIFICATION:**

**Indemnity for other than Professional Liability:** Other than in the performance of professional services and to the full extent permitted by law, SUPPLIER 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 SUPPLIER or by any individual or agency for which SUPPLIER is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of SUPPLIER.

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

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

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

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

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

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

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

**10. VOLUNTARY TERMINATION:** CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to SUPPLIER.

**11. TERMINATION OF STATED EVENT:**

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

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

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of SUPPLIER'S Tax Status. If CITY determines that SUPPLIER does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to SUPPLIER. The termination date shall be the effective date of the notice.

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

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

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

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

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

**15. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

**16. OBLIGATIONS OF SUPPLIER:** Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the Services contemplated by this Agreement. SUPPLIER further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

**18. NEWS AND INFORMATION RELEASE:** SUPPLIER agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

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

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

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

**21. PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, SUPPLIER shall be solely responsible for obtaining the right to use any patented or

copyrighted materials in the performance of this Agreement. SUPPLIER shall furnish a warranty of such right to use to CITY at the request of CITY.

**22. CERTIFIED PAYROLL REQUIREMENT:** For SUPPLIERS performing field work on public works contracts on which prevailing wages are required, SUPPLIER shall comply with the provisions of the California Labor Code including, but not limited to Section 1776 regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

**23. PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**24. WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**25. AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify SUPPLIER'S charges to CITY under this Agreement.

SUPPLIER agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for SUPPLIER Services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

**28. COMPLIANCE WITH LAWS:** SUPPLIER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

**29. CITY BUSINESS LICENSE:** SUPPLIER will have a City of Turlock business license.

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

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



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

**33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** SUPPLIER shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

**34. VENUE:** Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

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

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

**for SUPPLIER:** EXPRESS PRESS  
ATTENTION: AUSTIN OWENS  
1860 E. ST. LOUIS STREET  
SPRINGFIELD, MO 65802  
PHONE: (417) 869-3849  
EMAIL: BIDS@EXPRESSPRESS.COM

**for CITY:** CITY OF TURLOCK  
ATTN: ALLISON VAN GUILDER  
PARKS, RECREATION & PUBLIC FACILITIES  
144 SOUTH BROADWAY  
TURLOCK, CALIFORNIA 95380  
PHONE: (209) 668-5594 Ext. 4601  
FAX: (209) 668-5619

**37. CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Mark Crivelli  
Parks, Recreation and Public Facilities Department  
144 S. Broadway  
Turlock, California 95380  
Telephone: (209) 668-5594 Ext. 4603  
E-mail: [mcrivelli@turlock.ca.us](mailto:mcrivelli@turlock.ca.us)

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

**CITY OF TURLOCK, a municipal corporation**

**EXPRESS PRESS**

By: \_\_\_\_\_  
Michael I. Cooke, Interim City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_  
Allison Van Guilder,  
Parks, Recreation & Public Facilities Department

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Douglas L. White, City Attorney

ATTEST:

By: \_\_\_\_\_  
Jennifer Land, City Clerk

## **EXHIBIT A SCOPE OF SERVICES**

### **CITY OF TURLOCK T-SHIRTS FOR RECREATION PROGRAMS & STAFF**

#### **1.1 PURPOSE**

The City of Turlock is soliciting proposal from qualified firms for all RECREATION PROGRAMS & STAFF and staff uniforms for special events as requested throughout the year. The items will be purchased on an "As Needed" basis. Prices shall be F.O.B. destination. Custom screen printed front and/or back. Price must include design and artwork.

#### **1.2 TERM OF AGREEMENT**

The agreement resulting from this solicitation will be for the period of one (1) year with the option to renew on a year-by-year basis for a maximum of three (3) one year periods thereafter. Purchasing orders will be issued on a year-by-year basis for all years and will align with the City's fiscal year beginning July 1 of every year and expiring June 30 of every year.

#### **1.3 T-SHIRTS SPECIFICATIONS**

- a) Shirt Type: Short or long sleeves, 50% cotton, 50% polyester, double-rib at collar, shoulder to shoulder tape; double-needle stitching on sleeves and bottom hem; seamless body for wide printing area; 1 x 1 rib set-in collars.  
(Reference: Jerzees or Equal)
- b) Tank Top: No sleeves, 50% cotton, 50% polyester, double-rib at collar, seamless body for wide printing area; 1 x 1 rib set-in collars.  
(Reference: Jerzees or Equal)
- c) Polo Shirts with Spotshield: Short sleeves, 50% cotton, 50% polyester, welt-knit collar and cuffs; rib knit cuffs; double-needle stitching on bottom hem for added durability; 2 button placket with button. (Reference: Jerzees or Equal)
- d) Sweatshirt: Hooded with full zip; athletic cut and minimal shrinkage.  
(Reference: Sport-Tek by Port Authority or Equal)
- e) Reversible Mesh Jersey: Two layers of 100% polyester tricot mesh, fully reversible or wearing on either side. Bottom hem of each layer is finished separately to allow for embellishment.
- f) Shirt Colors: Athletic Ash, Navy, Forest Green, Burgundy, Royal Blue, Red, Orange, Athletic Gold, Black, Light Blue, White, Khaki Brown, Deep Purple, Lime Green, Island Yellow, Burnt Orange, Jade, Cyber Pink, Kelly Green, Oxford Gray.

#### **1.4 QUANTITIES**

The quantities stated herein are an estimate of the City's requirements. The successful bidder agrees to furnish an amount more or less than that estimate in accordance with the City's actual needs at the time the shirts will be ordered. See Exhibit A for estimated quantities.

#### **1.6 CONTRACT ADMINISTRATOR**

This contract will be administered by the City's Director of Parks, Recreation & Public Facilities Department or her designee. Contact person's name and phone number will be provided upon award of agreement to the successful bidder.

The contract Administrator will act as the City's technical representative for the duration of the agreement. She shall respond to any questions which may arise during the course of the contract in relation to quality and acceptability of materials furnished and work performed. She shall make decisions relative to interpretation of these documents in a fair and unbiased manner.

# **City Council Staff Report**

**November 12, 2019**



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From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving an Agreement between the City of Turlock and Turlock Unified School District to offer youth basketball programs for the City of Turlock, in an annual amount not to exceed \$9,500 and a total amount not to exceed \$28,500 for a period of thirty-six (36) months

**2. SYNOPSIS:**

Approving an agreement with Turlock Unified School District to work together to offer youth basketball programs.

**3. DISCUSSION OF ISSUE:**

The City of Turlock and Turlock Unified School District have successfully partnered together for more than twenty (20) years to offer safe athletic opportunities in the community.

The City of Turlock and Turlock Unified School District, more specifically Turlock and Pitman High School boys' basketball teams, desire to continue working together to offer youth basketball programs from November 12, 2019 to November 11, 2022. This program is designed to teach children ages five (5) to fifteen (15) the fundamentals and skills of basketball. All teams are coached by Turlock Unified School District basketball coaches and high school players. All program activities will take place at Turlock Unified School District facilities.

**4. BASIS FOR RECOMMENDATION:**

- A. The acceptance of the agreement will allow the City and Turlock Unified School District to continue offering youth basketball programs within the community.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

At the conclusion of the program, the City of Turlock will pay Turlock Unified School District seventy percent (70%) of net program fees and include a detailed report including date, location, and session being paid. Turlock Unified School District will equally divide proceeds to both Turlock and Pitman High School boys' basketball teams. The City of Turlock will retain thirty percent (30%) of net revenue, plus a six dollar (\$6.00) administrative fee per registration received for the program. No additional monies are required for this program.

**6. CITY MANAGER'S COMMENTS**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council could choose not to enter into a contract with Turlock Unified School District to provide youth basketball programs. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.



**AGREEMENT FOR SERVICES**  
**between**  
**CITY OF TURLOCK**  
**and**  
**TUROCK UNIFIED SCHOOL DISTRICT**  
**for**  
**YOUTH BASKETBALL PROGRAMS**  
**CONTRACT NO. 20-037**

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**THIS AGREEMENT** is made this 12<sup>th</sup> day of November, 2019, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TURLOK UNIFIED SCHOOL DISTRICT**, a youth basketball program provider, hereinafter referred to as "CONTRACTOR."

**W I T N E S S E T H:**

**WHEREAS**, CITY has a need for youth basketball programs; and

**WHEREAS**, CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SCOPE OF WORK:** CONTRACTOR shall furnish all labor, equipment, materials and process, implements, and tools, except as otherwise specified which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. CONTRACTOR shall provide Services that are acceptable to CITY.

**2. PERSONNEL AND EQUIPMENT:** CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONTRACTOR shall reasonably require to accomplish said Services. CONTRACTOR and any and all of its employees who will provide services to CITY under this Agreement shall be fingerprinted by CITY prior to services being provided. CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY.

**3. SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

**4. COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the annual amount of this Agreement exceed Nine

Thousand Five Hundred and No/100ths Dollars (\$9,500.00), and in no event shall the total not to exceed compensation under this agreement exceed Twenty Eight Thousand Five Hundred and No/100<sup>th</sup>s Dollars (\$28,500.00) for a period of thirty-six 36 months. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay CONTRACTOR 70%, and include a program report that includes the date, location and services that CONTRACTOR is being paid for.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

(3) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

(c) Non-Appropriation of Funds:

(1) Payment due and payable to CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

**4. TERM OF AGREEMENT:** This Agreement shall become effective November 12, 2019 and end November 11, 2022, subject to CITY's availability of funds.

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

(a) **Minimum Scope of Insurance:** When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage



(occurrence Form CG 00 01) with an additional insured endorsement (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONTRACTOR shall provide CITY thirty (30) days' written notice of such cancellation, non-renewal, or material change.

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

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

(f) Verification of Coverage: CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

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

**7. CONTRACTOR RELATIONSHIP:** All acts of CONTRACTOR, its agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as Contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONTRACTOR. No agent, officer, or employee of the CONTRACTOR is to be considered an employee of CITY. It is understood by both CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as Contractors and not as employees of CITY.

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

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

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

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

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

**8. VOLUNTARY TERMINATION:** CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to CONTRACTOR.

**9. TERMINATION OF STATED EVENT:**

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

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after CONTRACTOR notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONTRACTOR's Tax Status. If CITY determines that CONTRACTOR does not meet the requirements of federal and state tax laws for Contractor status, CITY may terminate this Agreement by giving written notice to CONTRACTOR. The termination date shall be the effective date of the notice.

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

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

**10. CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this Agreement.

**11. NONDISCRIMINATION:** In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also

comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

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

**13. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

**14. OBLIGATIONS OF CONTRACTOR:** Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

**15. OWNERSHIP OF DOCUMENTS:** Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

**16. NEWS AND INFORMATION RELEASE:** CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

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

**18. AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONTRACTOR to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be

memorialized in a written amendment to the original contract prior to the performance of the additional work.

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

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

**20. PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**21. WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**22. AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONTRACTOR's charges to CITY under this Agreement.

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONTRACTOR services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

**25. COMPLIANCE WITH LAWS:** CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

**26. CITY BUSINESS LICENSE:** CONTRACTOR will have a City of Turlock business license.

**27. DRIVERS LICENSE:** CONTRACTOR will have a valid California Driver's License.

**28. TAXPAYER IDENTIFICATION NUMBER:** CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

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

**30. RECORD INSPECTION AND AUDIT:** CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. CONTRACTOR shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

**32. RIGHT TO UTILIZE OTHERS:** CITY reserves the right to utilize other to perform work similar to the services provided hereunder

**33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONTRACTOR shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

**34. VENUE:** Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

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

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

**CONTRACTOR: TURLOCK UNIFIED SCHOOL DISTRICT  
ATTN: MARTELL TAYLOR  
1574 E. CANAL DR.  
TURLOCK, CA 95380  
PHONE: (209) 667-0645  
FAX: (209) 667-6520  
E-MAIL:**

CITY: CITY OF TURLOCK  
ATTN: ALLISON VAN GUILDER  
PARKS, RECREATION & PUBLIC FACILITIES  
DEPARTMENT  
144 SOUTH BROADWAY  
TURLOCK, CALIFORNIA 95380-5456  
PHONE: (209) 668-5594 Ext. 4601  
FAX: (209) 668-5619  
E-MAIL: avanguilder@turlock.ca.us

**37. CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Mark Crivelli  
City of Turlock  
144 S. Broadway  
Turlock, California 95380-5456  
Telephone: (209) 668-5594 x 4603  
E-mail: mcrivelli@turlock.ca.us

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

**CITY OF TURLOCK, a municipal corporation**

**TURLOCK UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Michael I. Cooke, Interim City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Allison Van Guilder, Director of Parks,  
Recreation & Public Facilities Maintenance

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Douglas L. White, City Attorney

ATTEST:

By: \_\_\_\_\_  
Jennifer Land, City Clerk



## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **PERFORMANCE OF DUTIES**

**CONTRACTOR** agrees to provide youth basketball programs to participants 5 to 15 years of age, to the sole reasonable satisfaction of the City of Turlock Parks and Recreation Manager or his/her designee. **CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

#### **COMPENSATION**

**CONTRACTOR** will be paid 70%, to be divided equally between Turlock High School Boy's Basketball and Pitman High School Boy's Basketball, of registration fees minus a \$6.00 per participant administrative fee to be kept by the City of Turlock for registration purposes. The City of Turlock Parks, Recreation and Public Facilities Department will pay **CONTRACTOR** from registrations received for each class session. Compensation will not exceed nine thousand five hundred dollars (\$9,500) annually of this agreement. **CONTRACTOR** will be paid within six weeks of registration closure.

#### **SUBCONTRACTORS**

In the event a **CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **CONTRACTOR**, the class will be canceled and a make-up class added to the end of the session. **CONTRACTOR** will be responsible for notifying the students of the cancellation.

#### **SUPERVISION**

**CONTRACTOR** agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

#### **FACILITY**

**CONTRACTOR** agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

#### **CONDUCT**

**CONTRACTOR** understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this Agreement.

#### **COORDINATION OF WORK**

**CONTRACTOR** agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks and Recreation Manager or his/her designee. **CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

6M

# **City Council Staff Report**

**November 12, 2019**



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From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Michael I. Cooke, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving an Agreement between the City of Turlock and the 38<sup>th</sup> District Agricultural Association for the purpose of parking and turn around for the participants in the annual Christmas Parade to be held on Friday, December 6, 2019

**2. SYNOPSIS:**

Approving an agreement between the City of Turlock and the 38<sup>th</sup> District Agricultural Association for use of their North parking lot for parking and turn around purposes at the conclusion of the parade.

**3. DISCUSSION OF ISSUE:**

The City of Turlock Parks, Recreation, and Public Facilities Department is hosting the 41<sup>st</sup> Annual Downtown Christmas Parade on Friday, December 6, 2019.

Staging of the parade will be on Canal Drive between Main Street and Johnson Road. The parade will begin at 6:30 p.m. traveling West on Main Street, North on Broadway, and ending at the Stanislaus County Fairgrounds by approximately 9:00 p.m.

Upon the completion of the parade the Parks, Recreation & Public Facilities Department utilizes the North parking lot at the fairgrounds for parking and turn around of participants in the parade. The agreement with the 38<sup>th</sup> District Agricultural Association is being requested for this purpose.

All fees associated with the use of the North parking lot at the fairgrounds have been waived by the 38<sup>th</sup> District Agricultural Association. Upon entering into this Agreement staff will request a Liability Certificate of Coverage from the Central San Joaquin Valley Risk Management Authority.

**4. BASIS FOR RECOMMENDATION:**

- A. Using the Stanislaus County Fairgrounds allows for the most functionality and ease for all parade participants.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** None

**6. CITY MANAGER'S COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Deny approval of the agreement between the City of Turlock and the 38<sup>th</sup> District Agricultural Association. Staff does not recommend this as it will greatly impact the logistics of the Downtown Christmas Parade and may cause congestion of the surrounding residential areas.



FORM F-31  
ORIGINAL-TO RENTER  
1 DUPLICATE-TO FAIR  
1 DUPLICATE-TO F&E  
(QUADRUPLICATE-GENERAL  
SERVICES APPROVAL ONLY)  
REVISED 11/87)

AGREEMENT NO.19-118

## RENTAL AGREEMENT

DATE: 9/4/2019

FAIRTIME

### WITNESSETH

INTERIM X

THIS AGREEMENT by and between the 38<sup>th</sup> District Agricultural Association

hereinafter

Called the Association: **City of Turlock Recreation Department**

Hereinafter call the Renter

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Associations premises: **December 6, 2019**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **North Parking Lot**
3. The purposes of occupancy shall be limited to, and shall be for other purposes or purposes whatsoever: **Parade**
4. Renter agrees to pay the Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Rental Fee Waived.** Security guards are required (number to be determined by Fair Management) and must be in place throughout the entire event. At the rate of \$ 20.00 per hour can be purchased through the Fairgrounds. Insurance is required. Exhibits A, B, C, and D are attached and made part of this agreement.
5. Association shall have the right to audit and monitor any and all records, as well as maintaining access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations governing space, attached Exhibit 1 and Exhibit 2, hereof are made a part of this agreement as though fully incorporated herein, and the Renter agrees that they have read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed in the best interests of Association.
12. Special Provisions:

Any additional use of Fairgrounds facilities, accessories, equipment, garbage, damage, labor, straw and/or shaving disposal will be subject to charges shown on the current rental rate sheet. Fairgrounds reserve the right to charge for related parking and overnight camping.

**The Stanislaus County Fair reserves the right to:**

- Assign all food and beverage vendors
- Retain revenue from food & beverage sales-including alcohol
- Designate parking for events
- Retain revenue from paid parking fees for events

13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate form, by and on behalf of the parties hereto, the day and year first above written.

Renter: City of Turlock  
~~Karen Packwood~~ *Michael Cooke*  
Address: 144 S. Broadway Ave  
Turlock, CA 95380

Stanislaus County Fair  
38<sup>th</sup> District Agricultural Association

Address 900 North Broadway, Turlock, CA 95380

By  
Title  
Signed \_\_\_\_\_ Date: \_\_\_\_\_

By Matt Cranford  
Title Chief Executive Officer  
Signed \_\_\_\_\_ Date: \_\_\_\_\_

## **Stanislaus County Fair**

### **HOLD-HARMLESS CLAUSE**

User agrees to indemnify and hold Lessor and the property of Lessor, including said premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from User's occupation and use of said premises and facilities specifically including, without limitation, any claim, liability, loss or damage arising by reason of:

(a) The death or injury of any person or persons, including User or any person who is an employee or agent of User, or the damage to or destruction of any property, including property owed by User caused or allegedly caused by some act or omission of User or of some agent, contractor, employee, servant, sub lessee or concessionaire of User on said premises or for any reason whatsoever other than the sole negligence or intentional conduct of Lessor.

(b) Any work performed on said premises or materials furnished to said premises at the instance or request of User or any agent or employee of User.

(c) User's failure to perform any provision of this agreement, or to comply with any requirement of law or any requirement imposed on the premises by any duly authorized governmental agency or political subdivision.

Initial \_\_\_\_\_

**Exhibit A**

**STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)****1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

**2. Resolution of Contract Disputes (PCC 10240.5, 10381)**

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

**3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

**4. Amendment (GC 11010.5)**

Contract modification, when allowable, may be made by formal amendment only.

**5. Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**6. Termination**

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

**7. Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**8. Conflict of Interest (PCC 10410, 10411, 10420)**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

**Current State Employees (PCC 10410):**

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (PCC 10411):**

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

**9. Contractor Name Change**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**10. Air or Water Pollution Violation (WC 13301)**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## INSURANCE REQUIREMENTS

### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; \$2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence



shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self insurance has been approved by California Fair Services Authority (CFSA).

## II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

### **III. Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

38<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION  
*Stanislaus County Fair*  
**2019 RULES AND REGULATIONS FOR RENTALS**

1. A deposit must be paid at the time a reservation is made for any Fairgrounds facility. The deposit is charged at ½ the rental rate, as determined by fair management.
2. A fee will be charged for the cancellation, or a change of date, of an event, fee amount to be determined by Fair Management. Deposit is non-refundable if the event is cancelled, or the date is changed, within sixty (60) days of scheduled event date. If reservation is made within 60 days of the event the deposit is automatically non-refundable. Cancellation of an event must be made in person and/or written notice by the renter.
3. Actual repair costs will be charged to the renter for any damage to Fair property.
4. After event, the deposit will be applied to charges incurred (if any) and the balance refunded. Any balance due to the renter will be refunded within approximately (30) days of the after-event billing.
5. After event charges, due to the Fair, over and above the deposit, are due and payable upon receipt of invoice. Interest will be charged monthly on any unpaid balance after 30 days.
6. All rental fees are subject to change as stated on the current year rental rate sheet. Renter is responsible for payment in full for all fees applicable at the time of their scheduled event.
7. Total rental fee balance and insurance must be paid in full by thirty (30) days prior to the event. A late fee of \$150.00 will be charged to the renter if the rental fees are not paid in full 30 days prior to the event.
8. Signed rental contract must be received at the Fair office no later than one (1) week prior to the event date. Failure to have a signed contract returned to Fair office may result in forfeiture of all rental rights and fees, including access to the Fairgrounds.
9. Individuals renting the fairgrounds must be at least 18 years of age or older, 21 years or older if alcohol is being served. For any events being held for a person under the age of 21 with alcohol, the Friends of the Stanislaus County Fair Foundation must be the provider of alcohol with Fair approve security.
10. Misrepresentation of any event by a renter or designee will result in the cancellation of the scheduled event and forfeiture of all fees.
11. Violation of rental rules or rental contract may result in forfeiture of all rental rights and fees, including access to the Fairgrounds.
12. MAXIMUM CAPACITIES OF ALL FAIRGROUNDS FACILITIES: Failure to comply with the law will result in closing down your activity and forfeiture of all fees.
13. Insurance is required for all events. Private (individual) events insurance must be purchased through our office, made available by California Fair Services Authority. Organizations, Companies, Clubs or Groups can provide an original Certificate of Insurance from their own insurance company. Insurance certificate is due back in the Fair Office no less than (30) days prior to event, or the renter will be required to purchase the Special Events Insurance. The certificate must have the following:
  - a. An ORIGINAL signature – A COPY IS NOT ACCEPTABLE!
  - b. List as the Additional Insured: "That the State of California, the 38<sup>th</sup> District Agriculture Association, the Stanislaus County Fair, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
  - c. The amount of public liability coverage is to be \$1,000,000 CSL, unless otherwise stated in Exhibit C.
  - d. The insurance company will not cancel without 30 days prior written notice
  - e. Date of Event (including set-up dates and tear down dates. Failure to have all appropriate dates listed will limit the amount of access to facility.
14. Access into the rented building(s) prior to the day of the event or after the day of the event will be assessed the rental fee based on the appropriate stated rates.
15. Rental rates include the use of building(s) rented (based upon availability) starting at 8:00 a.m. until 1:00 a.m. on the date of the rental. Event must end by 12 midnight or at least 1 hour prior to the building/facilities being vacated by renter, whichever comes first. Client will be billed \$75 for time outside of the above stated hours.

16. Time limit on the day of rental for use of grounds (outdoor) facilities is from 8:00 am to 10:00 pm *if motorized or amplified/musical*. Renters must plan their events to comply with these curfews established by the Fair and pay any extra hourly fees if on property outside of these hours.
17. All time before 8:00 am and after 10:00 pm for grounds and 1:00 am for buildings, will be billed at the rate of \$75.00 per hour.
18. All facility rates listed on the current interim rental rate sheet are “per day” rental charges. Multiple day rentals will be charged accordingly. Equipment rental rates are per event and will be charged accordingly.
19. **Security is required.** The renter is responsible for contracting and paying for their security. The fair office will provide the renter’s authorization form to the approved security company. The renter must submit the security authorization, along with proof of full payment, to the fair office no less than **30 days** prior to event. **Failure to submit the authorization, with the number of required security guards, could result in cancellation of event and forfeiture of deposit.** Security must be in place 1 hour prior to the event, throughout the entire event, and 1 hour after the end of the event as designated by fair management. **If an event begins before all security guards are in place, the renter will be subject to forfeiture of their deposit as well if security is told to go home early without fair management approval.**
20. Number of security guards to be determined by Fair Management.
21. **Setup and Cleanup** is the sole responsibility of the renter. The Building and Facility cleanup, restacking of tables and chairs, must be completed by the end of the rental period. \*\*Building rentals (only) include mopping the floor after the event, but the floor must be swept clean by the renter. If fair staff is required for setup or cleanup, the renter will be charged labor and or equipment hourly rates as stated on the current rental rate sheet.
22. Following are the renter’s guidelines regarding decoration set-up and clean-up:
  - a. In accordance with the State Fire Marshal’s regulations:
    - Decorating materials must be flameproof
    - No open flames and/or candles allowed
    - Exits must not be obstructed & the hallway in Bldg. E-2 must be clear at all times.
  - b. **NO** nails, tacks, pins, or staples may be used to decorate. **NO** glitter, sprinkles, sparkles, or confetti may be used to decorate. **NO** packaging, scotch, cellophane, or duct tape may be used; **only masking tape** may be used. **Renter will be charged for damages.**
  - c. Fairgrounds does not loan equipment or tools including ladders.
  - d. **No straw or hay** is allowed in buildings (including table decorations).
  - e. Renters are responsible for **clean-up\*\***, including building, surrounding areas and adjacent parking. Removal of all paper products, table covers, etc. (must be put in garbage receptacles **outside**). **The renter at the conclusion of the event must remove everything brought into the building by the renter (food, alcoholic beverages, decorations, trash, etc.).**
23. **No vehicles or Carts will be allowed in buildings**, except for display or approval from Fire Marshal.
24. Renter must provide Fair Management with diagram of event at least 30 days prior to event. Layout should include setup information including aisle width, exits and booth placements indoors and outdoors.
25. **No bottles or cans may be served.** Beverages (**non-alcohol or alcohol**) must be sold and/or served in **cups** - NO glass, bottles, or cans for events held on fairgrounds. If alcohol is being served, separate cup types must be used to distinguish alcohol and non-alcohol beverages. Recycling containers for bottles and cans will be provided by Fair.
26. For building rentals, **no alcohol** may be consumed **outside** of buildings. No alcohol allowed on grounds (outdoors) for **building rentals**. Failure to regulate may result in closure of event.
27. If persons under 21 years of age will be in attendance, adequate arrangements must be made to have identifications checked and sufficient supervision must be provided to insure that alcoholic beverages are not sold to, served to, or consumed by minors.
28. All alcoholic beverage stations (bars) must be removed from public view and alcohol not available for consumption after 11:00 p.m. or at least 1 hour prior to the building/facilities being vacated by renter, whichever comes first.

\_\_\_\_\_ Initial

29. Any renter, club or organization planning to sell alcoholic beverages **MUST** obtain a valid liquor license from the Department of Alcoholic Beverage Control, 31 East Channel Street, P.O. Box 150, Stockton, CA 95201. **The renter is required to inform the Fair Office, at the time of reservation, if the renter will be selling alcohol during their event.** If the renter is selling alcohol, the renter **MUST** obtain a letter of permission from the Fairgrounds to sell alcoholic beverages **prior** to making the application to the Department of Alcoholic Beverage Control. Additionally, the renter **MUST** also obtain a letter from the Turlock Police Department, 900 N. Palm, Turlock, CA granting permission to sell alcoholic beverages. The renter must bring their approved security plan with them to the Turlock Police Department, including the number of security guards (the number is determined by fair management), and the hours for the security (security must be in place throughout the entire scheduled event). A copy of the valid liquor license **MUST** be submitted to the fair office at least 48 hours **prior** to the event date. During the function, the license **MUST** be posted at the bar serving area. Selling includes the following:
- A. Direct sales of alcoholic beverages
  - B. Selling of drink tickets to exchange for alcoholic beverages
  - C. Including alcoholic beverages in the price of a ticket for the function (dinner ticket, dance ticket, etc.)
30. Anytime the renter collects money and in turn the renter provides alcoholic beverages, a liquor license is required. Renter, or approved caterer with Fair management approval, is the **only authorized** entity to provide alcohol at Fairgrounds facilities. Violation of this policy will result in forfeiture of renter's security deposit and immediate closure of the event.
31. Any items left on the fairgrounds, w/out prior arrangements, are subject to a daily storage fee.
32. Private dances which are not open to the general public, such as wedding receptions, anniversaries, company functions, birthdays, etc., not sponsored by community or service organizations, may be held at the fairgrounds facilities providing the following:
- A. No admission fee or collection is assessed.
  - B. Admission is by written invitation only.
  - C. Security is provided as required by fair management.
33. The fair office may require an animal inventory form for livestock shows scheduled at the fairgrounds. Failure to submit form, if required, could result in forfeiture of deposit.
34. Renter shall submit a diagram of the event and include all buildings and grounds at least 30 days in advance of event.
35. **Photography and Name Release:** I/we give the Stanislaus County Fair and anyone acting under the authority or permission thereof, the unqualified right to use my name and/or our company name for publication and/or for distribution of photographs, videotapes and/or recordings made of me and/or my/our company representatives, that may be taken at events at which I/we are a tenant of the 38<sup>th</sup> District Agricultural Association/Stanislaus County Fair and subject to this contract, for any marketing, public relations, publicity and/or other lawful purpose. Further, I waive all right of inspection or approval and irrevocably release Stanislaus County Fair from claims or demands which I or my company may or can have on account of the use or publication or arising of such photographs or information.

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## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his business in a quiet and orderly manner, will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such Purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit means and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of nil sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc. prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities and without infringement upon the rights and privileges of others, will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for, will confine said transactions to the space and privileges provided in the Rental Agreement and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement, the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor services for all aisles, streets, roads, and areas used by the public, but Renter must at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renters trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound producing devices used by Renter within or outside his space must be of such a nature find must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
12. Association may provide watchman service which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter at his own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

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14. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. "This rental agreement shall be subject to termination by either party by giving the other party notice in writing of desired cancellation within a period of 150 days following the fair in any year in which this agreement is in force. Such termination shall relieve both parties of any further performances of the terms of this agreement".
18. Contractor by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by Federal court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 1212.7).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and more to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

Nondiscrimination Clause, Form 17A or Form 17B for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

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# City Council Staff Report

November 12, 2019



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From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Karen Packwood, Parks, Recreation & Public Facilities Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

## 1. ACTION RECOMMENDED:

Resolution: Approving an Amendment No. 1 to the Memorandum of Understanding between the Stanislaus County Office of Education (SCOE), the City of Turlock, and the Turlock Unified School District to offer the After School Education and Safety (ASES) programs and approving a budget adjustment to reflect the increased amount received in Fund 270 "Recreation Grants and Donations" as delineated in Attachment A to the MOU

## 2. SYNOPSIS:

Approving the revised Memorandum of Understanding (MOU) and budget adjustments to appropriate account numbers for the After School Education and Safety (ASES) Program.

## 3. DISCUSSION OF ISSUE:

On July 23, 2019, Council approved an MOU between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District to implement the After School Education and Safety (ASES) Program for the 2019-20 fiscal year. These programs are offered at Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School, and Wakefield Elementary School.

Since the approval of the MOU on July 23, 2019, staff learned that the State budget that was signed by the Governor in July 2019 included an increase of \$.69 per day for each child participating in the ASES program. This is an increase of \$27,125.33 to the six sites combined.

Staff is requesting Council approval of the revised MOU and budget adjustments reflected on Attachment A to bring the approved 2019-20 budget for the ASES program by site into alignment with the revised MOU.



**4. BASIS FOR RECOMMENDATION:**

- A. It is essential that Council approve the budget adjustments to the appropriate accounts.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

The attached ASES Grant Budget reflects the 2019-20 budget adjustments in Fund 270 "Recreation Grants and Donations". Brown, Crowell, Cunningham, and Osborn are receiving an increase of \$4,385.75 for a total of \$97,333.25 per site. Wakefield is receiving an increase of \$3,734.67 for a total of \$88,260.23. The Turlock Jr. High School is receiving an increase of \$5,847.66, for a total of \$85,087.67. There will be no impact to the General Fund.

**6. CITY MANAGER'S COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. City Council could deny the request to adopt the revised MOU and budget adjustments. This is not recommended because the increased amounts were approved by the Governor in the adoption of the 2019-20 State budget.

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

**IN THE MATTER OF APPROVING AN  
AMENDMENT NO. 1 TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE STANISLAUS COUNTY  
OFFICE OF EDUCATION (SCOE), THE  
CITY OF TURLOCK, AND THE TURLOCK  
UNIFIED SCHOOL DISTRICT TO OFFER  
THE AFTER SCHOOL EDUCATION AND  
SAFETY (ASES) PROGRAMS AND  
APPROVING A BUDGET ADJUSTMENT  
TO REFLECT THE INCREASED AMOUNT  
RECEIVED IN FUND 270 "RECREATION  
GRANTS AND DONATIONS" AS  
DELINEATED IN ATTACHMENT A TO  
THE MOU**

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**RESOLUTION NO. 2019-**

**WHEREAS**, on July 23, 2019 the City Council approved an MOU between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the After School Education and Safety (ASES) Program for the 2019-20 fiscal year; and

**WHEREAS**, in the state budget that was signed by the Governor in July there was an increase of \$.69 per day for each child participating in the ASES program; and

**WHEREAS**, staff is requesting Council approval of the revised MOU; and

**WHEREAS**, staff is requesting Council approval of the budget amendments reflected in Attachment A to bring the approved 2019-20 budget for the ASES program by site into alignment with the new MOU.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve an Amendment No. 1 to the Memorandum of Understanding between the Stanislaus County Office of Education (SCOE), the City of Turlock, and the Turlock Unified School District to offer the After School Education and Safety (ASES) programs and approve a budget adjustment to reflect the increased amount received in Fund 270 "Recreation Grants and Donations" as delineated in Attachment A to the MOU.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STANISLAUS COUNTY OFFICE OF EDUCATION  
AND  
CITY OF TURLOCK  
AND  
TURLOCK UNIFIED SCHOOL DISTRICT  
AND

WALTER BROWN ELEMENTARY, CROWELL ELEMENTARY, CUNNINGHAM  
ELEMENTARY, OSBORN ELEMENTARY, TURLOCK JR. HIGH AND WAKEFIELD  
ELEMENTARY

This Memorandum of Understanding stands as evidence that the Stanislaus County Office of Education ("SCOE") and City of Turlock and Turlock Unified School District and Walter Brown Elementary, Crowell Elementary, Cunningham Elementary, Osborn Elementary, Turlock Jr. High and Wakefield Elementary intend to work together with Project SAFE (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours in Region 6 counties of Stanislaus, Tuolumne and Calaveras. All agencies agree that the implementation of the ASES (After School Education and Safety Program), as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services every regular instructional day based on a 180 day school calendar and providing SCOE with all information and documentation pursuant to the deadlines set forth herein July 1, 2019 through June 30, 2020:

**City of Turlock:**

**Grant Award - ASES CORE Award: \$562,680.90**

**TOTAL GRANT AWARD: \$562,680.90**

**Turlock USD:**

**Grant Award - ASES CORE Award: \$135,955.65**

**TOTAL GRANT AWARD: \$135,955.65**

(See site break-down below)

**SCOE will:**

- Serve as fiscal agent for the collaborative and ensure fiscal compliance with California Department of Education ("CDE") guidelines. Payments are scheduled to be made to the District each fiscal year as follows: 50% to site within 30 days of CDE's first payment made to SCOE and receipt of prior fiscal year close-out reports; 15% in January; 15% in April; 10% in June; and the final 10% by August 15<sup>th</sup>, after the close-out report from the applicable year is submitted and received by SCOE. Early submission of close-out reports will result in early payments when feasible. This award is made contingent upon the availability of funds from the CDE to SCOE. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

- ❑ Conduct both a mid-year audit on or before January 1st each year of this MOU and a year-end audit each year of this MOU to verify that every ASES site maintains adequate and accurate attendance records in addition to providing periodic program and fiscal reports required by the CDE, including the number of pupils served and expenditure of funds for which they were granted. If any of SCOE's audits determine that an ASES site fails to satisfactorily maintain said records or fails to produce said fiscal reports within required deadlines, SCOE may terminate this agreement, and the District administering the ASES program may be dropped from the consortium, in order to maintain the entire funding amount for SCOE consortium and remain in good standing with CDE.
- ❑ Collaborate with other partners to provide technical assistance and trainings to sites and program staff including staff development.
- ❑ Serve as liaison between CDE and Districts/Sites.
- ❑ Compile data from sites for evaluation and oversee evaluation.
- ❑ Create marketing campaign for sites that need to boost attendance.
- ❑ Coordinate and participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- ❑ Provide each site with a technical assistance Coordinator that helps with all technical assistance needs and conducts three site visits to each program throughout the year.
- ❑ Collaborate with community partners, and advisory committee to encourage community support that enhances programs throughout the region.
- ❑ Make every effort to meet the 33% match requirement, minus the 25% of the 33% facility usage match.
- ❑ Receive the amount for each site: Walter Brown (\$19,975.42), Crowell (\$19,975.42), Cunningham (\$19,975.42), Osborn (\$19,975.42), Turlock Jr. High (\$26,633.88) and Wakefield (\$16,753.27).

**City of Turlock will:**

- ❑ Administer after school programs at School.
- ❑ Operate after school programs for a minimum of 3 hours every regular instructional school day and until 6:00 pm with a staff/student ratio of no more than 20 to 1.
- ❑ Ensure that funds from ASES will supplement, not supplant, existing services and funds.
- ❑ Provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- ❑ Conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- ❑ Submit annual operating budget.
- ❑ Assign district and/or site representatives to participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- ❑ Receive 85% site allocation and can only be spent on direct services for students and 15% of the grant funds will go to SCOE to participate in consortium (all indirect and

administrative cost allowances). Sites have the option to budget 1% of their site allocation for administrative costs, and this should be documented in initial budget submission.

- ❑ Receive the amount for each site: Walter Brown (\$97,333.25), Crowell (\$97,333.25), Cunningham (\$97,333.25), Osborn (\$97,333.25), Turlock Jr. High (\$85,087.67) and Wakefield (\$88,260.23).

**School will:**

- ❑ Establish an early release policy and send copy of board approval to SCOE.
- ❑ Provide a nutritional snack daily that meets USDA requirements.
- ❑ Provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- ❑ Conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- ❑ Submit annual operating budget.
- ❑ Commit resources including appropriate facility usage (25% of 33% match requirement) for program.
- ❑ Identify appropriate community partners including youth and parents.
- ❑ Subcontract with area CBO for activities (when needed).
- ❑ Receive the amount for each site: Walter Brown (\$15,860.75), Crowell (\$15,860.75), Cunningham (\$15,860.75), Osborn (\$15,860.75), Turlock Jr. High (\$65,837.65) and Wakefield (\$6,675.00).

**My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein. I understand that failure to abide by the terms and conditions of this MOU may result termination from the consortium.**

\_\_\_\_\_  
SCOE Prevention Programs  
Consortium Lead After School Programs

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
School Principal- Brown

\_\_\_\_\_  
School Principal- Crowell

\_\_\_\_\_  
School Principal- Cunningham

\_\_\_\_\_  
School Principal- Osborn

\_\_\_\_\_  
School Principal- Wakefield

\_\_\_\_\_  
City of Turlock Rep

\_\_\_\_\_  
School Principal- TJHS

\_\_\_\_\_  
SCOE Deputy Superintendent of  
Business Services

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

**CITY OF TURLOCK, a municipal corporation**

**STANISLAUS COUNTY OFFICE OF EDUCATION**

By: \_\_\_\_\_  
Michael J. Cooke, Interim City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Allison Van Guilder, Director of Parks,  
Recreation & Public Facilities Maintenance

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Douglas L. White, City Attorney

ATTEST:

By: \_\_\_\_\_  
Jennifer Land, City Clerk



**City of Turlock**  
**ASES Grant Program Budget**  
**Fiscal Year 2019-20**

		<b>2019-20 Amended Budget</b>	<b>11/12/19 Proposed Amendment</b>	<b>2019-20 Proposed Budget</b>
<b>CROWELL</b>				
270-61-635-393.35720	Revenue	(92,948)	(4,385.00)	(97,333)
270-61-635-393.41002_000	Part-time Salaries	60,000	2,100.00	62,100
270-61-635-393.42007	Work Comp	644	26.00	670
270-61-635-393.42008	City Liability	1,535	62.00	1,597
270-61-635-393.42009	PERS	400	15.00	415
270-61-635-393.42010	Medicare	870	36.00	906
270-61-635-393.42011	Social Security	3,720	148.00	3,868
270-61-635-393.42016	Employee Contrib to PERS	(100)	0.00	(100)
270-61-635-393.42300_011	ASES Coordinator/Supervisor	14,877	2,000.00	16,877
270-61-635-393.44001_000	Supplies	10,000		10,000
270-61-635-393.45001_002	Telephone	500		500
270-61-635-393.47170	Training	500		500
		(2)	2	0
<b>CUNNINGHAM</b>				
270-61-635-394.35720	Revenue	(92,948)	(4,385.00)	(97,333)
270-61-635-394.41002_000	Part-time Salaries	60,000	2,100.00	62,100
270-61-635-394.42007	Work Comp	644	26.00	670
270-61-635-394.42008	City Liability	1,535	62.00	1,597
270-61-635-394.42009	PERS	400	15.00	415
270-61-635-394.42010	Medicare	870	36.00	906
270-61-635-394.42011	Social Security	3,720	148.00	3,868
270-61-635-394.42016	Employee Contrib to PERS	(100)	0.00	(100)
270-61-635-394.42300_011	ASES Coordinator/Supervisor	14,877	2,000.00	16,877
270-61-635-394.44001_000	Supplies	10,000		10,000
270-61-635-394.45001_002	Telephone	500		500
270-61-635-394.47170	Training	500		500
		(2)	2	0
<b>OSBORN</b>				
270-61-635-395.35720	Revenue	(92,948)	(4,385.00)	(97,333)
270-61-635-395.41002_000	Part-time Salaries	60,000	2,100.00	62,100
270-61-635-395.42007	Work Comp	644	26.00	670
270-61-635-395.42008	City Liability	1,535	62.00	1,597
270-61-635-395.42009	PERS	400	15.00	415
270-61-635-395.42010	Medicare	870	36.00	906
270-61-635-395.42011	Social Security	3,720	148.00	3,868
270-61-635-395.42016	Employee Contrib to PERS	(100)	0.00	(100)
270-61-635-395.42300_011	ASES Coordinator/Supervisor	14,877	2,000.00	16,877
270-61-635-395.44001_000	Supplies	10,000		10,000
270-61-635-395.45001_002	Telephone	500		500
270-61-635-395.47170	Training	500		500
		(2)	2	0

**City of Turlock**  
**ASES Grant Program Budget**  
**Fiscal Year 2019-20**

		<b>2019-20 Amended Budget</b>	<b>11/12/19 Proposed Amendment</b>	<b>2019-20 Proposed Budget</b>
<b>WAKEFIELD</b>				
270-61-635-396.35720	Revenue	(84,526)	(3,734.00)	(88,260)
270-61-635-396.41002_000	Part-time Salaries	53,000	2,452.00	55,452
270-61-635-396.42007	Work Comp	569	26.00	595
270-61-635-396.42008	City Liability	1,356	62.00	1,418
270-61-635-396.42009	PERS	200	9.00	209
270-61-635-396.42010	Medicare	769	35.00	804
270-61-635-396.42011	Social Security	3,286	150.00	3,436
270-61-635-396.42016	Employee Contrib to PERS	(100)	0.00	(100)
270-61-635-396.42300_011	ASES Coordinator/Supervisor	14,968	1,000.00	15,968
270-61-635-396.44001_000	Supplies	9,478		9,478
270-61-635-396.45001_002	Telephone	500		500
270-61-635-396.47170	Training	500		500
		0	0	0
<b>BROWN</b>				
270-61-635-397.35720	Revenue	(92,948)	(4,385.00)	(97,333)
270-61-635-397.41002_000	Part-time Salaries	60,000	2,100.00	62,100
270-61-635-397.42007	Work Comp	644	26.00	670
270-61-635-397.42008	City Liability	1,535	62.00	1,597
270-61-635-397.42009	PERS	400	15.00	415
270-61-635-397.42010	Medicare	870	36.00	906
270-61-635-397.42011	Social Security	3,720	148.00	3,868
270-61-635-397.42016	Employee Contrib to PERS	(100)	0.00	(100)
270-61-635-397.42300_011	ASES Coordinator/Supervisor	14,877	2,000.00	16,877
270-61-635-397.44001_000	Supplies	10,000		10,000
270-61-635-397.45001_002	Telephone	500		500
270-61-635-397.47170	Training	500		500
		(2)	2	0
<b>TURLOCK JUNIOR HIGH SCHOOL</b>				
270-61-635-409.35720	Revenue	(79,240)	(5,848.00)	(85,088)
270-61-635-409.41002_000	Part-time Salaries	60,000	2,959.00	62,959
270-61-635-409.42007	Work Comp	644	36.00	680
270-61-635-409.42008	City Liability	1,535	86.00	1,621
270-61-635-409.42009	PERS	200	11.00	211
270-61-635-409.42010	Medicare	870	49.00	919
270-61-635-409.42011	Social Security	3,720	207.00	3,927
270-61-635-409.42016	Employee Contrib to PERS	0	0.00	0
270-61-635-409.42300_011	ASES Coordinator/Supervisor	10,771	2,500.00	13,271
270-61-635-409.44001_000	Supplies	1,000		1,000
270-61-635-409.45001_002	Telephone	500		500
		0	0	0

# **City Council Staff Report**

**November 12, 2019**



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From: Allison Van Guilder, Parks, Recreation and Public Facilities Director

Prepared by: Karen Packwood, Parks, Recreation & Public Facilities Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Resolution: Approving modifications to the Parks, Recreation and Public Facilities Coordinator job description and changing the salary range from 18 to 23, effective November 16, 2019 and appropriating \$5,187 to salary and benefits in 110-61-630 per Exhibit A to the Resolution, to be offset by grant funds in Fund 270

## **2. SYNOPSIS:**

Modifying the Parks, Recreation and Public Facilities Coordinator job description and updating the salary from range 18 to 23 effective November 16, 2019 and appropriating \$5,187 to salary and benefits in 110-61-630 per Exhibit A.

## **3. DISCUSSION OF ISSUE:**

Over the last three (3) years, the Parks Recreation and Public Facilities Coordinator position has evolved and the demand of this position has increased significantly.

In addition to staffing the various special events that the department hosts, the position is responsible for staffing the twenty-four before/after school programs held at fourteen sites, with some of the sites operating from 7:00am – 6:00pm. The Coordinator hires, trains and supervises over 100 part time staff. In addition, this position oversees all of the department social media.

Due to the duties and level of responsibilities of this position, staff is recommending a change to the pay range for the Coordinator position. The current range for a Coordinator is 18 (\$3,471 - \$4,220). Given the level of technical skills and minimum qualifications as they compare to other positions within the City, it is necessary to change the salary range and job description to more accurately reflect the compensation and duties of the Parks, Recreation & Public Facilities Coordinator position. Currently the Coordinator position requires a Bachelor's Degree. To make it comparable to the Staff Services Technician (Range 23)

positions in other departments, staff is recommending changing the education requirements to graduation from a college or university with a Bachelor of Arts degree in Recreation, Community Services, Communications, Marketing or related field desirable or the equivalent of an Associate's Degree with four years of related experience. It is recommended the range be adjusted to 23 (\$4,431 - \$5,385). Based on the attached salary comparison of other local cities (Exhibit B), the recommended range is reasonable for the local market as well.

Modifications to the job description have been reviewed and approved by the Turlock City Employees Association and Human Resources Division.

**4. BASIS FOR RECOMMENDATION:**

- A. Updating the salary from range 18 to 23, would appropriately compensate the Coordinator for the duties required of the position and align the position's education requirements with those of other departments.

**5. FISCAL IMPACT:**

**Fiscal Impact**

The annual cost to reclassify and adjust the range of the Parks, Recreation and Public Facilities Coordinator is \$96,143, including both salary and benefits, an increase of \$15,887 for a full fiscal year at Step 1. The increase for the remainder of FY 19/20 is \$5,187 based on the range the existing employee is in to Step 1 of the proposed range. The details of the financial impact of the reclassified position is provided in Exhibit A. The attachment shows both the annual fiscal impact and the impact from November 16, 2019 through June 2020.

This position supports the afterschool programs that the City of Turlock offers. Half of the afterschool programs are in partnership with the Stanislaus County Office of Education ("SCOE") and the Turlock Unified School District. The City of Turlock and these two agencies work together with Project SAFE (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the afterschool hours. The reclassification of this position will be offset by the grant funds. There will be no impact to the general fund. The salary increase will be offset by the following account numbers:

270-61-635-393.42300_011	\$864.50
270-61-635-394.42300_011	\$864.50
270-61-635-395.42300_011	\$864.50
270-61-635-396.42300_011	\$864.50
270-61-635-397.42300_011	\$864.50
270-61-635-409.42300_011	\$864.50

With a return of funds to the General Fund in 110-61-630.41300\_011 totaling \$5,187.

Finance staff has reviewed this staff report and confirmed these findings.

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval

**7. ENVIRONMENTAL DETERMINATION: N/A**

**8. ALTERNATIVES:**

- A. Council may choose not to approve the modified job description and updated salary range. Staff does not recommend this alternative as these changes do not impact the general fund and the unspent grant funds are returned to the state annually.

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

**IN THE MATTER OF APPROVING }  
MODIFICATIONS TO THE PARKS, }  
RECREATION AND PUBLIC FACILITIES }  
COORDINATOR JOB DESCRIPTION AND }  
CHANGING THE SALARY RANGE FROM 18 }  
TO 23, EFFECTIVE NOVEMBER 16, 2019 }  
AND APPROPRIATING \$5,187 TO SALARY }  
AND BENEFITS IN 110-61-630 PER }  
EXHIBIT A TO THE RESOLUTION, TO BE }  
OFFSET BY GRANT FUNDS IN FUND 270 }**

---

**RESOLUTION NO. 2019-**

**WHEREAS**, over the last three (3) years, this position has evolved and the demand on this role has increased significantly; and

**WHEREAS**, the position is responsible for staffing the twenty-four before/after school programs held at fourteen sites; and

**WHEREAS**, the position hires, trains and supervises over 100 part time staff; and

**WHEREAS**, the current education requirement for the Coordinator position is a Bachelor's Degree. To make it comparable to the Staff Services Technician (Range 23) positions in other departments, staff is recommending changing the education requirements to graduation from a college or university with a Bachelor of Arts degree in Recreation, Community Services, Communications, Marketing or related field desirable or the equivalent of an Associate's Degree with four years of related experience; and

**WHEREAS**, the current range for a Coordinator is 18 (\$3,471 - \$4,220) and given the level of technical skills and minimum qualifications as they compare to other positions within the City, it is necessary to change the salary range and job description; and

**WHEREAS**, modifications to the job description (Attachment A) have been reviewed and approved by the Turlock City Employees Association and Human Resources Division.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve modifications to the Parks, Recreation and Public Facilities Coordinator job description and change the salary range from 18 to 23, effective November 16, 2019 and appropriate \$5,187 to salary and benefits in 110-61-630 per Exhibit A to the Resolution, to be offset by grant funds in Fund 270.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

# ATTACHMENT A



## Parks, Recreation & Public Facilities Coordinator

### DEFINITION

Under the general direction of the ~~Recreation Sr.~~ Parks, Recreation & Public Facilities Supervisor, the Coordinator is responsible for developing, organizing, and supervising part-time recreation personnel and activities including but not limited to after school programs, summer camps, aquatics, sports and special events, local parades and community events. Responsibilities include but are not limited to recruiting, training and supervising of part-time, seasonal, and volunteer program staff as well as monitoring and assisting program grants and contractual agreements. The Coordinator will provide a wide range of routine clerical, technical and administrative support. Perform related work as assigned.

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This position is assigned to the Miscellaneous Bargaining Unit for labor relation purposes and is subject to overtime, evening and weekend assignments.

### SUPERVISION RECEIVED AND EXERCISED

The Coordinator receives direct supervision from the ~~Recreation Sr.~~ Parks, Recreation & Public Facilities Supervisor in charge of the assigned program area. The Coordinator supervises part-time, seasonal and volunteer personnel.

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### CLASS CHARACTERISTICS

This class provides leadership and general guidance for City recreation and related programs and activities. Work is performed at a variety of recreation sites, including community centers, schools, playgrounds, parks, sports facilities and other sites. Incumbents may be considered subject area experts in areas such as after school, aquatics, sports, or contract classes, special events or may be program generalists.

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

- Develops, organizes and supervises recreation activities.
- Helps recruit, train and supervise part-time, seasonal and volunteer staff.
- Prepare program/activity reports, evaluations and maintains records.
- Attend training sessions and meetings as assigned.



- Coordinates programs/special events with community organizations.
- Establish and maintain effective working relations with public groups, agencies, school officials, and media in the course of work.
- Prepare payroll for the department to interface with City payroll system.
- Assist in responding to requests for information from other departments, agencies and the public.
- Provide planning support for local parades and community events.
- Provide support for the Community Events and Activities grant program.
- Performs other duties as assigned.

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## **MINIMUM QUALIFICATIONS**

### **Knowledge of:**

- Current recreation principles as applies to community programming.
- Basic programming and supervision techniques.
- Promotional publicity techniques and tools.
- Basic concepts of recreation/social programming.
- Principles of public administration; record keeping and filing practices; and government practices and requirements
- City codes and regulations relating to departmental activities
- Word processing and spreadsheet applications

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### **Skills in:**

- Developing, organizing, supervising, and evaluating recreation programs and activities.
- Recruiting, training, supervising and evaluating staff.
- Coordinating programs and special events with community groups.

### **Ability to:**

- Work effectively with the public, community groups and on teams.
- Resolve conflicts effectively.
- Schedule staff, programs and activities.
- Effectively use written and oral communication techniques.

- Use spreadsheets and graphic programs.
- Perform clerical duties.

## EDUCATION AND EXPERIENCE

**Education:**

Graduation from a college or university with a Bachelor of Arts degree in Recreation, Community Services, Communications, Marketing or related field desirable; or the equivalent of an Associate's Degree with four years of related experience.

**Experience:**

Two years of experience in organized Recreation Services, Leisure Service or related field work in a responsible leadership capacity.

**LICENSE AND/OR CERTIFICATES**

Possession of a an appropriate valid California Driver's License at the time of appointment within 30 days of employment, to be maintained as a condition of continued employment.

## PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read instructions, read fine print, view computer screen, operate vehicles and equipment; hear well enough to converse on the telephone, on the radio and in person assisting customers and program participants; bodily mobility to lift and maneuver program supplies and equipment; use of hands and fingers for use of computer keyboard, copy machine, filing, writing, drive equipment and answering telephones; tolerate extreme fluctuations in temperature while performing essential functions and able to lift equipment as necessary.

Reviewed and approved: \_\_\_\_\_ Date \_\_\_\_\_  
 Personnel Officer

July 2015

Revised: 1127/195

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**Parks, Rec, & Public Facilities Coordinator****Salary Line#: 110-61-630****Actual Cost FY 19/20****Full Year Cost at Step 1****CURRENT**

Step 3 until 3/1/2020; Step 4 thereafter

**FULL YEAR COST**

at Current Pay Range, Step 1

41001 Salary	\$46,692	\$41,652
Benefits:		
42002 Medical/Dental	\$22,548	\$22,548
42003 Vision	\$277	\$277
42004 LTD	\$386	\$344
42005 Life	\$153	\$136
42007 Workers Comp	\$501	\$447
42008 City Liability	\$1,195	\$1,066
42009 PERS	\$17,813	\$15,890
42018 9% PERS	(\$4,202)	(\$3,749)
42010 Medicare	\$677	\$604
42012 Retiree Health	\$934	\$833
42013 Deferred Comp	\$233	\$208
42014 Deferred Comp In-Lieu	\$0	\$0
<i>Total Benefits</i>	<u>\$40,515</u>	<u>\$38,604</u>
<b>TOTAL COST</b>	<u><b>\$87,207</b></u>	<u><b>\$80,256</b></u>

**PROPOSED**

Pay Range Increase effective 11/16/19

**FULL YEAR COST**

Updated job description and pay range

Step 1 until end of FY 19/20

at Proposed Pay Range, Step 1

41001 Salary	\$50,454	\$53,172
Benefits:		
42002 Medical/Dental	\$22,548	\$22,548
42003 Vision	\$277	\$277
42004 LTD	\$417	\$440
42005 Life	\$165	\$174
42007 Workers Comp	\$542	\$571
42008 City Liability	\$1,291	\$1,361
42009 PERS	\$19,248	\$20,285
42018 9% PERS	(\$4,541)	(\$4,785)
42010 Medicare	\$732	\$771
42012 Retiree Health	\$1,009	\$1,063
42013 Deferred Comp	\$252	\$266
42014 Deferred Comp In-Lieu	\$0	\$0
<i>Total Benefits</i>	<u>\$41,940</u>	<u>\$42,971</u>
<b>TOTAL COST</b>	<u><b>\$92,394</b></u>	<u><b>\$96,143</b></u>

**FY 19-20 BUDGETED SALARY & BENEFITS**

Pay Range Increase effective 11/16/19

Full FY Additional Cost

**ADDITIONAL COST OF PROPOSAL**

FY 19/20 Additional Cost

at Step 1 of each pay range

41001 Salary	\$3,762	\$11,520
42002 Medical/Dental	\$0	\$0
42003 Vision	\$0	\$0
42004 LTD	\$31	\$96
42005 Life	\$12	\$38
42007 Workers Comp	\$41	\$124
42008 City Liability	\$96	\$295
42009 PERS	\$1,435	\$4,395
42018 9% PERS	(\$339)	(\$1,036)
42010 Medicare	\$55	\$167
42012 Retiree Health	\$75	\$230
42013 Deferred Comp	\$19	\$58
42014 Deferred Comp In-Lieu	\$0	\$0
<i>Total Benefits</i>	<u>\$1,425</u>	<u>\$4,367</u>
<b>TOTAL COST</b>	<u><b>\$5,187</b></u>	<u><b>\$15,887</b></u>

**Total Amendment FY 19/20**Full FY Additional Cost  
based on Step 1 of each pay range

**Parks, Recreation & Public Facilities Coordinator**

**Current Salary/Education Comparison**

**City of Turlock Parks, Recreation & Public Facilities Coordinator**

Salary Range \$3,471.00 – \$4,220.00

Education: Graduation from a college or university with a Bachelor of Arts degree in Recreation, Community Services, Communications, Marketing or related field.

**City of Modesto Recreation Coordinator**

Salary Range \$4,285.39 – \$5,208.90

Education: Equivalent to an Associate's degree with major coursework in recreation, physical education, social services or a related field.

**City of Manteca Recreation Coordinator**

Salary Range \$4,360.67 – \$5,301.89

Education: Any combination equivalent to: Two years of responsible, professional work experience in a position of broad program responsibility. High school graduation or equivalent, including or supplemented by college level course work in recreation, physical education, special education, public administration, business administration or closely related field.

**City of Tracy Recreation Program Coordinator I**

Salary Range \$5,067.38 – \$6,159.42

Education: An AA/AS degree with emphasis in general recreation activities, community services or non-profit administration.

# **City Council Staff Report**

**November 12, 2019**



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From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Karen Packwood, Parks, Recreation & Public Facilities Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Resolution: Approving the amended Parks, Recreation and Public Facilities Department part-time employee wage scale, effective January 1, 2020 and approving the amended Parks, Recreation and Public Facilities Department part-time employee job descriptions, effective November 12, 2019

## **2. SYNOPSIS:**

Approving the part-time employee wage pay scale and part-time employee job descriptions.

## **3. DISCUSSION OF ISSUE:**

Part-time wages for each program are set according to program budget and comparisons from similar cities around the region. The Parks, Recreation and Public Facilities Department establishes a part-time employee pay scale that provides staff with a consistent procedure to follow when paying part-time employees. Wages are reviewed annually and adjusted as necessary.

On January 1, 2017, state minimum wage increased to \$10.50 per hour. The Governor of California approved a minimum wage increase for every January 1 through the year 2022. On January 1, 2020, the minimum wage will increase by an additional \$1.00, increasing the State minimum wage to \$13.00 per hour. As a result of the State minimum wage increase, the Parks, Recreation and Public Facilities Department is proposing a pay increase for certain part-time positions in the department, as shown in Attachment A. Applying the increase to all part-time employees will address issues with compaction throughout program areas. The part-time aquatic positions require additional costly certifications that are covered by the employee. To continue programming, it is necessary to maintain wages to stay competitive with neighboring agencies. Below are the approved annual minimum wage rates in accordance to the Governor of California. The State of

California has included a clause that states the Governor of California can choose to deny an increase due to declaration of recession. In these cases, the affected year would not incur the minimum wage increase.

2017	2018	2019	2020	2021	2022
\$10.50	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00

The proposed wage increases will be funded through a variety of sources including program fees, facility rental fees, grant funding, property assessments and through the general fund.

Parks, Recreation and Public Facilities Department part-time employee job descriptions have not been modified or updated in four (4) plus years. The job descriptions have therefore been updated to reflect current job requirements and any necessary changes.

Modifications to the part-time employee job descriptions have been reviewed and approved by the Human Resources Division.

**4. BASIS FOR RECOMMENDATION:**

- A. The City of Turlock is proposing a plan to adjust the part-time employee pay scale to address the State of California minimum wage increase and the compaction issues this creates.
- B. The current part-time job descriptions have not been updated in four (4) plus years.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact** - The increase of minimum wage will be offset through program and facility rental fees, grant funding, property assessments and through the general fund in accordance with the MSI fee schedule.

**6. CITY MANAGER'S COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council could choose not to approve the proposed part-time wage increase and part-time job descriptions. Staff does not recommend this alternative as it would create compaction issues caused by the State of California minimum wage increase. In order to continue operating, it is necessary to stay competitive with surrounding agencies to help reduce turn over.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }  
AMENDED PARKS, RECREATION AND }  
PUBLIC FACILITIES DEPARTMENT }  
PART-TIME EMPLOYEE WAGE SCALE, }  
EFFECTIVE JANUARY 1, 2020 AND }  
APPROVING THE AMENDED PARKS, }  
RECREATION AND PUBLIC FACILITIES }  
DEPARTMENT PART-TIME EMPLOYEE }  
JOB DESCRIPTIONS, EFFECTIVE }  
NOVEMBER 12, 2019 }

---

RESOLUTION NO. 2019-

**WHEREAS**, on January 1, 2020, the minimum wage will increase by an additional \$1.00, increasing the State minimum wage to \$13.00 per hour; and

**WHEREAS**, applying the increase to all part-time employees will address issues with compaction throughout program areas; and

**WHEREAS**, City of Turlock must maintain competitive part-time wages with neighboring agencies; and

**WHEREAS**, Parks, Recreation and Public Facilities Department part-time employee job descriptions have not been modified or updated in four (4) plus years. Job descriptions have therefore been updated to reflect current job requirements and any necessary changes; and

**WHEREAS**, modifications to the part-time employee job descriptions have been reviewed and approved by the Human Resources Division.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the amended Parks, Recreation and Public Facilities Department part-time employee wage scale, effective January 1, 2020 and approve the amended Parks, Recreation and Public Facilities Department part-time employee job descriptions, effective November 12, 2019.



**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

**Parks, Recreation and Public Facilities Department**  
**Part Time Employee Wage Scale**

Attachment A

**1/1/19 - 12/31/19    1/1/20 - 12/31/20**

<b>Part Time Position Title</b>		<b>Min Wage \$12.00</b>	<b>Min. Wage \$13.00</b>
Recreation Leader - PLAY		\$ 12.00	\$ 13.00
Site Manager - PLAY		\$ 13.00	\$ 14.00
Recreation Leader - ASES Grant		\$ 12.00	\$ 14.00
Site Manager - ASES Grant		\$ 14.00	\$ 15.00
Program Specialist		\$ 17.00	\$ 17.00
Part Time Clerical		\$ 13.00	\$ 14.00
Special Event		\$ 12.00	\$ 13.00
Youth Sports Official		\$ 12.00	\$ 13.00
Adult Sports Official		\$ 12.00	\$ 13.00
Youth Sports Coaches		\$ 12.00	\$ 13.00
Site Manager - Youth Sports		\$ 13.00	\$ 14.00
Site Manager - Adult Sports		\$ 13.00	\$ 14.00
Lifeguard		\$ 12.25	\$ 14.50
Swim Instructor		\$ 12.00	\$ 13.00
Assistant Pool Manager		\$ 14.00	\$ 15.00
Pool Manager		\$ 15.00	\$ 16.00
Aquatic Specialist		\$ 17.00	\$ 17.00
Cashier		\$ 12.00	\$ 13.00
Event Assistant		\$ 17.00	\$ 17.00

Position requires CPR, First Aid, NCLB
Position requires CPR, First Aid, NCLB; supervise pt staff
Position requires CPR, First Aid, NCLB; grant funded
Position requires CPR, First Aid, NCLB; supervise pt staff; grant funded
Develop and implement trainings; develop program material; supervise pt staff
Position requires staff to work evenings, weekends and holidays outside of normal work day
Position requires CPR, First Aid
Position requires CPR, First Aid
Position requires CPR, First Aid; supervise pt staff
Position requires CPR, First Aid; supervise pt staff
Position requires expensive certifications (CPR, First Aid, Lifeguard Training); in addition, we have to stay competitive with our neighboring cities as certified lifeguards are hard to acquire
Recreation leaders who are CPR, First Aid certified
Position requires all of the lifeguard certifications; this position supervises the lifeguards
Position requires all of the lifeguard certifications; this position supervises the lifeguards and the Assistant Pool Manager
Position oversees the aquatics program including conducting trainings, managing training records, supervising staff
Position is CPR and First Aid certified; handles money; participates in pool trainings

**Parks, Recreation and Public Facilities Department  
Part Time Employee Wage Scale**

Attachment A

Class Instructors		\$12.00 - \$26.00/hr (see below)	\$13.00 - \$26.00/hr (see below)	Increased with State Minimum Wage Increase
PT Maintenance Worker		\$ 12.00	\$ 13.00	Increased with State Minimum Wage Increase
Maintenance Intern		\$ 12.00	\$ 13.00	Increased with State Minimum Wage Increase
<b>Class Instructor Categories</b>				
Community Service Class (No Cert Required)		\$12.00 - \$16.00/hr	\$13.00 - \$16.00/hr	Increased with State Minimum Wage Increase
Certification Required		\$13.50 - \$26.00/hr	\$14.00 - \$26.00/hr	
Credentialed Instructor*		\$16.00 - \$26.00/hr	\$16.00 - \$26.00/hr	

\* Instructor is defined as a single/multiple subject credential or any other credential requiring a bachelors degree



## Assistant Pool Manager Job Description

Under the direction of the Pool Manager, the Assistant Pool Manager will be responsible for all things pertaining to the pool to which he/she is assigned and will assume the position of Pool Manager during the Pool Manager's absence. The Assistant Manager will assist in the direction and supervision of the staff and the programs at the facility. This is an intermittent, part-time, hourly wage position. Some evenings, ~~and weekends and holidays~~ may be required.

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### Duties may include, but are not limited to the following:

- In the absence of the Pool Manager, accepts full Pool Manager responsibilities.
- Assist with pool staff assignments and scheduling of staff.
- Responsible for following accepted lifesaving practices and standards.
- Assist with training and overseeing of all staff and volunteers.
- Responsible for meeting all program goals and objectives as well as collecting and maintaining relevant statistical records and data.
- Acts in capacity of pool lifeguard.
- Assist in maintaining on-site security and safety.
- Assists in organization, teaching and evaluation of swim lessons and pool activities.
- Responsible for ensuring that all staff and volunteers adhere to all City and Program rules and guidelines and provides necessary discipline and accurate records of all incidents.
- Assist Pool Manager with overseeing of staff's accurate and correct completion of all required paperwork.
- Meets once per week with Pool Manager.
- Meets ~~bi-weekly once per week~~ with Recreation Supervisor/Coordinator.
- Perform other program-related duties as assigned.

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### Minimum Qualifications

- ~~Must have be at least 18 years of age with a valid California Drivers License & proof of auto insurance, and a properly issued social security card.~~
- Possess valid certificates in Lifeguard Training, Title 22, CPR/AED for the Professional and Standard First Aid.
- Training and experience: ~~One year experience as a Swim Instructor and a Lifeguard at a public swimming facility. Ability to demonstrate strong leadership traits and desired experience working with the public.~~
- ~~Must have previous experience working with age appropriate groups.~~
- Should be familiar with modern office methods, procedures and equipment.
- Must be able to work program hours as assigned.

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### Ability To

- Accommodate flexible work schedule, which may include evening, weekdays, weekends and holidays.

June 2017-October 2019

- Communicate clearly and concisely, both orally and in writing.
- Accept leadership role in the Pool Manager's absence.
- Learn City and Service Area Methods, rules, policies, ordinances and requirements.
- Learn the operation of various computer software programs.
- Understand and carry out oral and written directions.
- Establish and maintain effective working relationships with those contacted during the course of work.

#### Physical Demands & Work Environment

All work activities are performed in an environment that will cause exposure to UV Rays and light chemical substance such as chlorine. One may be required to rescue swimmers in distress or aid in the event of an emergency and/or demonstrate beginning through advanced swim strokes. All will be regularly required to communicate with participants.

#### Physical Requirements

Ability to see and hear

Ability to sit, stand, stoop, bend & walk about

Possess an audible voice for communication

Ability to demonstrate in the water, all of the swimming skills to be taught in lessons

Ability to respond in the event of an emergency situation ~~perform water rescue if~~  
necessary

Ability to lift objects up to 50 pounds

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~~Rate of Pay: \$11.00 per hour~~

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The qualification requirements listed above are representative of the knowledge, skill, and/or ability required to perform the essential functions of the job. Physical demands and work environment characteristics are representative of those an employee encounters while performing the essential functions of the job.

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~~June 2017-October 2019~~



## Pool Manager Job Descriptions

Under the direction of the Recreation Supervisor/Coordinator, the Pool Manager will be responsible for supervising and directing the entire aquatics program and staff at one assigned swimming pool and implementing and coordinating all aspects of specific programs, including meeting the program objectives. The Pool Manager will maintain an efficient and safe environment for all staff and patrons. This is an intermittent, part-time, hourly wage position. Some evenings and weekends may be required.

### Duties may include, but are not limited to the following:

- Create, plan and coordinate all daily activities and special events of assigned pool.
- Responsible for pool staff assignments and scheduling of staff.
- Responsible for following accepted lifesaving practices and standards.
- Train and oversee all staff and volunteers to ensure that staff carries out assigned duties.
- Responsible for meeting all program goals and objectives as well as collecting and maintaining relevant statistical records and data.
- Ensures all record keeping, reports, testing and all paperwork is completed correctly and submitted on time following established guidelines.
- Ensures daily completion of pool opening and closing; i.e. the entire pool and pool area is clean and all equipment is in position, staff members are present and in assigned places, all mechanical equipment is operating properly, all safety equipment is in position and the pH and chlorine levels ~~residue~~ are within the safe range.
- Acts in capacity of pool lifeguard.
- Responsible for maintaining on-site security and safety.
- Responsible for ensuring that all staff and volunteers adhere to all City and Program rules and guidelines and provides necessary discipline and accurate records of all incidents.
- Train the Assistant Pool Manager so that he can function as manager in the Pool Managers absence.
- Responsible for maintaining a safe and clean swimming pool environment.
- Responsible for maintaining personal fitness.
- Meets once per week with Assistant Pool Manager.
- Meets once per week with Recreation Superintendent/Coordinator.
- Meets once per swim lesson session with all instructors.
- Perform other program-related duties as assigned.

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### Minimum Qualifications

- Must ~~have be at least 18 years of age with a valid California Drivers License & proof of~~ auto insurance, and a properly issued social security card.
- Possess valid certificates in Lifeguard Training, Title 22, CPR/AED for the Professional and Standard First Aid. ~~WSI desired, but not required.~~

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~~June 2017-October 2019~~

➤• Training and experience: Ability to demonstrate strong leadership traits and desired experience working with the public. Two years experience as Swim Instructor and Lifeguard at a public swimming facility; three years with one year as an Assistant Pool Manager level preferred.

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➤• Demonstrate all required swimming skills that meet the American Red Cross guidelines.

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➤• A self-starter ability to look for jobs that need to be done.

➤• Must have previous experience working with age appropriate groups.

➤• Should be familiar with modern office methods, procedures and equipment.

➤• Must be able to work program hours as assigned.

#### Ability To

➤• Accommodate flexible work schedule, which may include evening, weekdays, weekends and holidays.

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➤• Communicate clearly and concisely, both orally and in writing.

➤• Learn City and Service Area Methods, rules, policies, ordinances and requirements.

➤• Maintain timely and accurate reports.

➤• Learn the operation of various computer software programs.

➤• Understand and carry out oral and written directions.

➤• Establish and maintain effective working relationships with those contacted during the course of work.

#### Physical Demands & Work Environment

Functions will be performed in an environment that will cause exposure to UV Rays and light chemical substance such as chlorine. One may be required to rescue swimmers in distress, aid in the event of an emergency and/or demonstrate beginning through advanced swim strokes. All will be regularly required to communicate with participants.

#### Physical Requirements

Ability to see and hear

Ability to sit, stand, stoop, bend and walk about

Possess an audible voice for communication

Ability to respond in the event of an emergency situation. perform water rescues if  
necessary

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Ability to lift objects up to 50 pounds

Rate of Pay: \$12.00 per hour

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June 2017-October 2019



## Lifeguard Job Description

Under the direction of the Pool Manager, the Lifeguard is responsible for scanning the entire pool area, enforcing rules and regulations, preventing accidents and rescuing swimmers in distress. This is an intermittent, part-time, hourly wage position. Some evenings, ~~and weekends and holidays~~ may be required.

### Duties may include, but are not limited to the following:

- Perform duties designated by the Pool Manager.
- Guard for recreation swim, swim lessons and special events.
- ~~Teach appropriate level swim lessons (no certifications necessary).~~
- Responsible for following accepted lifesaving practices and standards.
- ~~Teach swim lessons~~
- Responsible for meeting all program goals and objectives.
- ~~Completes accurate documentation of accidents and incidents in pool and pool area.~~
- Responsible for maintaining a safe and clean swimming pool environment.
- Responsible for maintaining personal fitness.
- Perform other program-related duties as assigned.

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### Minimum Qualifications

- Must be at least 15 years of age with a valid ID card and a properly issued social security card.
- Possess valid certificates in Lifeguard Training, Title 22, CPR/AED for the Professional and Standard First Aid. ~~(No certifications necessary if only teaching swim lessons.)~~
- Complete necessary fingerprinting and ~~Drug-drug Testing-testing~~ requirements
- Desire previous experience working with age appropriate groups.
- Must be able to complete all swimming skills in correspondence with the lifeguarding exam.
- A self-starter ability to look for jobs that need to be done.
- Must be able to work program hours as assigned.

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### Ability To

- Accommodate flexible work schedule, which may include evening, weekdays, weekends and holidays.
- Communicate clearly and concisely, both orally and in writing.

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~~June 1, 2014 October 2019~~



- Learn City and Service Area Methods, rules, policies, ordinances and requirements.
- Understand and carry out oral and written directions.
- Establish and maintain effective working relationships with those contacted during the course of work.

#### Physical Demands & Work Environment

Functions will be performed in an environment that will cause exposure to UV Rays and light chemical substance such as chlorine. All work activities are performed in a public swimming facility. One may be required to rescue swimmers in distress and provide aid in the event of an emergency and/or demonstrate beginning through advanced swim strokes. All will be regularly required to communicate with participants and tested regularly on skills.

#### Physical Requirements

Ability to see and hear

Ability to sit, stand, stoop, & bend, & walk about

Possess an audible voice for communication

~~Ability to perform water rescue if necessary~~ Ability to respond in the event of an emergency situation

Ability to lift objects up to 50 pounds

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~~Rate of Pay: \$10.25 per hour~~

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~~June 1, 2014-October 2019~~



## Swim Instructor Job Description

Under the direction of the Pool Manager, the Instructor is responsible for organizing and instructing swim classes, maintaining all records and documentation involved with instruction classes. This is an intermittent, part-time, hourly wage position. Day and evenings may be required.

### Duties may include, but are not limited to the following:

- ~~Under direction, develop weekly~~ follow daily lesson plans for assigned levels of instruction, conduct swim lessons and evaluate swim lesson participants in accordance with the American Red Cross guidelines.
- Keep daily class attendance records.
- Responsible for completion of participant swim report cards ~~records as required by American Red Cross.~~
- Follow accepted safety, health and District practices and standards.
- Responsible for meeting all program goals and objectives.
- Completes reports and minor financial and clerical tasks.
- Meets once per session with Pool Manager.
- Perform other program-related duties as assigned.

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### Minimum Qualifications

- Must be at least ~~16~~ 15 years of age with a valid ID card and a properly issued social security card.
- ~~Possess valid certificates in Water Safety Instruction, Lifeguard Training, Title 22, CPR for the Professional and Standard First Aid desired.~~ Possess valid certificates in CPR and First Aid.
- Complete necessary fingerprinting and drug testing requirements
- Demonstrate all required swimming skills that meet the American Red Cross guidelines.
- Desire previous experience working with age appropriate groups.
- Must be able to work program hours as assigned.

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### Ability To

- Accommodate flexible work schedule, which may include evening, weekdays and holidays.
- Communicate clearly and concisely, both orally and in writing.
- Learn City and Service Area Methods, rules, policies, ordinances and requirements.
- Understand and carry out oral and written directions.
- Maintain timely and accurate reports.
- Establish and maintain effective working relationships with those contacted during the course of work.

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### Physical Demands & Work Environment

The functions of this job are performed in a wet environment and will cause exposure to UV

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June 1, 2014 - October 2019

Rays and chemical substances such as chlorine. One may be required to rescue swimmers in distress and/or demonstrate beginning through advanced swim strokes. All will be regularly required to communicate with participants and be tested on skills, etc.

**Physical Requirements**

- Ability to see and hear
- Ability to demonstrate in the water, all of the swimming skills to be taught
- Ability to perform a water rescue if necessary
- Possess an audible voice for communication
- Ability to lift light equipment used in teaching

Rate of Pay: \$11.25 per hour

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June 1, 2014-October 2019



## **Cashier Pool Attendant / Concessionaire**

### **Job Description**

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Under the direction of the ~~Cashier Manager~~ ~~Concession Coordinator~~ and the Pool Manager, the cashier pool attendant is responsible for welcoming patrons to the pool facility, tallying attendance and taking pool entry fees, and sells concession items. The cashier attendant must also provide information on pool rules, and check patron's belongings for appropriate ~~non~~ approved items. This is an intermittent, part-time, hourly wage position. ~~Weekdays, weekends, holidays and special events. Day and evenings~~ may be required.

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#### **Duties may include, but are not limited to the following:**

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- Keep daily attendance records.
- Keeping a financial account of monies brought into the facility.
- Follow accepted safety, health and District practices and standards.
- Providing Customer Service
- Completes reports and minor financial and clerical tasks.
- Meets once per session with Pool Manager.
- Perform other program-related duties as assigned.
- Assist in the event of an emergency.

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#### **Minimum Qualifications**

- Must be at least ~~15~~ 16 years of age with a valid ID card and a properly issued social security card.
- Must be able to work program hours as assigned.

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#### **Ability To**

- Accommodate ~~flexible~~ work schedule, which may include evening, weekdays and holidays.
- Communicate clearly and concisely, both orally and in writing.
- Learn City and Service Area Methods, rules, policies, ordinances and requirements.
- Understand and carry out oral and written directions.
- Maintain timely and accurate reports.
- Establish and maintain effective working relationships with those contacted during the course of work.

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#### **Physical Demands & Work Environment**

The functions of this job are performed in an outdoor environment ~~that and~~ will cause exposure to UV Rays and to light chemical substance such as chlorine, ~~outdoor weather and sun~~. One may be required to lift concession items and handle difficult communication issues with patrons.

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#### **Physical Requirements**

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Ability to see and hear

Possess an audible voice for communication

Ability to lift light equipment used in teaching

Ability to lift objects up to 20 pounds.

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Rate of Pay: \$8.50 – \$9.75 per hour depending on experience

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June 2017-October 2019

The qualification requirements listed above are representative of the knowledge, skill, and/or ability required to perform the essential functions of the job. Physical demands and work environment characteristics are representative of those an employee encounters while performing the essential functions of the job.

~~June 2017-October 2019~~

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## **Cashier Pool Attendant / Concessionaire Manager**

### **Job Description**

Under the direction of the Recreation Supervisor/Coordinator, ~~Cashier Manager, Concession Coordinator and the Pool Manager, the cashier pool attendant manager~~ is responsible for supervising and directing the cashier staff at all assigned swimming pools and implementing and coordinating all aspects of specific programs, including meeting the program objectives, welcoming patrons to the pool facility, tallying attendance and taking pool entry fees, and sells concession items. ~~The cashier attendant manager must also provide information on pool rules, and check patron's belongings for appropriate non approved items, count the daily money and concession bags and appropriately log and record deposits.~~ This is an intermittent, part-time, hourly wage position. ~~Weekdays, weekends, holidays and special events. Day and evenings~~ may be required.

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#### **Duties may include, but are not limited to the following**

- Log daily attendance records.
- Keeping a financial account of monies brought in by all facilities.
- Follow accepted safety, health and District practices and standards.
- Providing Customer Service
- Completes reports and minor financial and clerical tasks.
- Meets once per session with cashier staff.
- Perform other program-related duties as assigned.
- Assist in the event of an emergency.
- Shopping for facility inventory

#### **Minimum Qualifications**

- Must be at least 15 years of age with a valid ID card and a properly issued social security card.
- Must be able to work program hours as assigned.

#### **Ability To**

- Communicate clearly and concisely, both orally and in writing.
- Learn City and Service Area Methods, rules, policies, ordinances and requirements.
- Understand and carry out oral and written directions.
- Maintain timely and accurate reports.
- Establish and maintain effective working relationships with those contacted during the course of work.
- Count large amounts of money and record appropriately

#### **Physical Demands & Work Environment**

Some functions of this job are performed in an outdoor environment that will cause exposure to UV Rays and to light chemical substance such as chlorine. One may be required to lift concession items and handle difficult communication issues with patrons.

June 2017-October 2019

### **Physical Requirements**

Ability to see and hear

Possess an audible voice for communication

Ability to lift objects up to 20 pounds.

The qualification requirements listed above are representative of the knowledge, skill, and/or ability required to perform the essential functions of the job. Physical demands and work environment characteristics are representative of those an employee encounters while performing the essential functions of the job.

~~June 2017~~ October 2019



~~City Of Turlock Recreation Division~~  
**RECREATION LEADER**  
**JOB DESCRIPTION**

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**DEFINITION:**

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Under the direction of the Site Manager, the Recreation Leader is responsible for planning and implementing all aspects of the site program, including meeting program objectives and participating in program activities. This is an intermittent, part-time, hourly wage position ~~ranging from \$10.50-\$12.00 per hour~~, not to exceed twenty (20) hours per week. This position primarily works during the traditional school year. Opportunity to work during school breaks i.e. spring, winter and summer are available if desired. Some evenings, ~~and weekends and holidays~~ may also be required.

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**DUTIES MAY INCLUDE BUT ARE NOT LIMITED TO:**

- Implement the After School Education and Safety Grant (ASES) as assigned by the site manager if necessary.
- Prepare and assist with grant objectives and collect relevant grant data if necessary.
- Create, prepare and coordinate daily program activities
- Assist with maintaining on-site safety
- Monitor and enforce rules and regulations of the site program
- Exercise sound judgment in addressing discipline and behavior issues with children
- Assist with the site snack program
- Assist children with their homework on a daily basis
- Responsible for appropriate use, maintenance and storage of all program supplies and equipment
- Responsible for adhering to all City, school and program rules, policies and procedures
- Provide exceptional customer service at all times
- Communicate with parents of the site program and inform them of their child's achievements, discipline issues and any other related information regarding their child while at the program
- Perform other program related duties as assigned

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~~June 2017~~ October 2019



#### MINIMUM QUALIFICATIONS:

- Must show enthusiasm and excitement about youth
- Must show proof of auto insurance and California Driver's License (if applicable)
- Must pass the No Child Left Behind test or show proof of 48+ college units
- Must show proof of CPR/First Aid certification within one month of employment
- Must show valid, negative TB test within one month of employment
- Must pass necessary DOJ and FBI fingerprinting and background check at time of employment
- Must pass pre-employment drug screening
- Must be able to provide a work permit (if necessary)
- Must be able to work assigned program hours

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#### ABILITY TO:

- Communicate clearly and concisely, both orally and in writing
- Understand and carry out oral and written directions
- Learn City and Service Area methods, rules, policies, ordinances and requirements
- Establish and maintain effective working relationships with those contacted during the course of work

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~~June 2017~~ October 2019



## **SITE MANAGER JOB DESCRIPTION**

### **DEFINITION:**

Under the direction of the program coordinator, the Site Manager is responsible for planning, organizing and implementing the daily program curriculum, as well as supervising program staff. This is an intermittent, part-time, hourly wage position, not to exceed twenty (20) hours per week. This position primarily works during the traditional school year. Opportunity to work during school breaks i.e. spring, winter and summer are available if desired. Some evenings, and weekends and holidays may also be required.

### **DUTIES MAY INCLUDE BUT ARE NOT LIMITED TO:**

- Implement daily activities of the site program, including planning and leading program activities, monitoring and enforcing program and school rules, policies and regulations, and maintaining a safe environment for staff and students.
- Collect all necessary paperwork, keep accurate records and work with school administrators to ensure educational curriculum meets the ASES grant standards if necessary
- Always Communicate openly and professionally ~~with the school administration~~
- Oversee the school snack program
- Assist program staff in helping students with their homework
- Instruct youth in program rules, model appropriate behavior and strict adherence to program/ASES grant guidelines
- Exercise sound judgment in addressing behavior issues and carry out proper discipline procedures
- Communicate regularly with parents regarding their child's behavior while in the program
- Assist with training and overseeing staff and volunteers to ensure they are carrying out their assigned duties
- Responsible for appropriate use, maintenance and storage of all program supplies and equipment
- Exhibit exceptional customer service at all times towards youth, staff and parents
- Perform other program related duties as assigned

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October 2019 June 2017

**MINIMUM QUALIFICATIONS:**

- Must show enthusiasm and excitement about youth
- Must have previous experience with recreation programs involving children K-8<sup>th</sup> grade
- Must exhibit responsibility, organization and supervisory skills
- Must show proof of auto insurance and a California Driver's License (if applicable)
- Must pass the No Child Left Behind test or show proof of 48+ college units
- Must show proof of CPR/First Aid certification within one month of employment
- Must show valid, negative TB test within one month of employment
- Must pass necessary DOJ and FBI fingerprinting and background check at time of employment
- Must pass pre-employment drug screening
- Must be able to provide a work permit (if necessary)
- Must be able to work assigned program hours

**ABILITY TO:**

- Communicate clearly and concisely, both orally and in writing
- Instruct and enforce staff of city and school policies and procedures
- Provide constructive criticism when necessary to staff
- Understand and carry out oral and written directions
- Learn City and Service Area methods, rules, policies, ordinances and requirements
- Establish and maintain effective working relationships with those contacted during the course of work

October 2019 ~~June 2017~~



**P.L.A.Y.  
PROGRAM SPECIALIST  
JOB DESCRIPTION**

**DEFINITION:**

Under the direction of a the Recreation Supervisor/ -Coordinator, the P.L.A.Y. Program Specialist will be responsible for implementing and coordinating all several aspects of the P.L.A.Y. after school programs, including meeting the program objectives and overseeing training program staff. This is an intermittent, part-time, hourly wage position, paying \$15.00 per hour for approximately 20 hours of work per week. Some evenings, and weekends and holidays may be required.

**DUTIES MAY INCLUDE BUT ARE NOT LIMITED TO: EXAMPLES OF DUTIES:** Duties may include, but are not limited to the following:

- Creates, plans and coordinates all daily activities of the P.L.A.Y. after-school programs, and prepares a detailed daily schedule for all program sites.
- Train and oversee all staff and volunteers and monitor to ensure that staff carries out assigned duties.
- Responsible for meeting all program goals and objectives as well as collecting and maintaining relevant statistical records and data.
- Visits each program site at least 2X per week weekly.
- Prepares or assists with the preparation of all required reports.
- Provides information to school personnel as needed.
- Responsible for maintaining on site-security and safety.
- Responsible for ensuring that all staff and volunteers adhere to all City, School and Program rules and guidelines (i.e. friendly customer service and showing up to work on time) and provides necessary discipline and accurate records of all incidents.
- Performs other program related duties as assigned.

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October 2019

## MINIMUM QUALIFICATIONS:

- Must be 18 yrs. or older with a High School Diploma, a valid California Drivers License & proof of auto insurance. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- Must be able to show one-year progressive responsibility in supervising staff. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- Must be able to show one-year progressive responsibility in scheduling & running recreation activities for youth. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- Must have previous experience working with elementary aged youth. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- ~~Must be familiar with computer functions for report writing and program development.~~ Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- Should be familiar with modern office methods, procedures and equipment. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- Must be able to work program hours as assigned. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- 1<sup>st</sup> Aid/CPR Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- TB Clearance Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

## ABILITY TO:

- Communicate clearly and concisely, both orally and in writing. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- Learn City and Service Area Methods, rules, policies, ordinances and requirements. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- Learn the operation of various computer software programs. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- Understand and carry out oral and written directions. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
- Establish and maintain effective working relationships with those contacted during the course of work. Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

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October 2019



**City Of Turlock Recreation Division**  
**SITE MANAGER – ADULT SPORTS**  
**JOB DESCRIPTION**

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**DEFINITION:**

Under the direction of the Recreation ~~Senior Supervisor~~, the Site Manager will be responsible for implementing the ~~Adult Sports Programs~~, including meeting the program objectives and overseeing program activities. This is an intermittent, part-time, hourly wage position ~~with starting pay at \$9.00 per hour~~. Mostly evenings and some weekends may be required.

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**EXAMPLES OF DUTIES:**

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

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➤ Implement all daily activities of the Adult Sports Program as assigned, including carrying out program, schedule, monitoring and enforcing rules and regulations, monitoring games to maintain time schedules, maintaining a safe environment, and collecting any necessary paperwork.

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➤ Responsible for carrying out program objectives and collecting relevant data.

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➤ Create, plan and coordinate all daily activities and special events of assigned program.

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➤ Responsible for program staff assignments and scheduling of staff.

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➤ Instruct adults in rules, models appropriate behavior, monitors strict adherence and enforces rules.

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➤ Assist with maintaining on-site safety.

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➤ Exercise sound judgment in addressing behavior problems.

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➤ Responsible for appropriate use, maintenance, and storage of all program supplies and equipment.

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➤ Maintains appropriate customer service at all times.

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➤ Treats all youth, adults, staff and volunteers with respect and courtesy.

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➤ Exhibits enthusiasm for the program.

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- Performs other program related duties as assigned.

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#### MINIMUM QUALIFICATIONS:

- Must be 18 years of age or older with a high school diploma, a valid California Drivers License and proof of auto insurance.
- Must be able to show one year of progressive responsibility in scheduling and running recreation activities in sports.
- Must have previous experience with recreation programs involving sports.
- Must be knowledgeable of the rules and regulations of sport program.
- Must be able to work assigned program hours.
- 1<sup>st</sup> aid/CPR Certified.

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#### ABILITY TO:

- Communicate clearly and concisely, both orally and in writing.
- Learn City and Service Area methods, rules, policies, ordinances and requirements.
- Understand and carry out oral and written directions.
- Establish and maintain effective working relationships with those contacted during the course of work.

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**City Of Turlock Recreation Division**  
**YOUTH SPORTS OFFICIAL**  
**JOB DESCRIPTION**

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**DEFINITION:**

Under the direction of a Program Site Manager, the Youth Sports Official I will be responsible for implementing the Youth/Adult Sports Program, including meeting the program objectives and overseeing program activities. This is an intermittent, part-time, hourly wage position ~~paying \$8.00 per hour~~. Mostly evenings and some weekends may be required.

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**EXAMPLES OF DUTIES:**

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

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➤ Implement all daily activities of the Youth/Adult Sports Program as assigned, including carrying out program, schedule, monitoring and enforcing rules and regulations, monitoring games to maintain time schedules, maintaining a safe environment, and collecting any necessary paperwork.

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➤ Assist Site Manager in carrying out program objectives and collecting relevant data.

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➤ Instruct adults in rules, models appropriate behavior, monitors strict adherence and enforces rules.

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➤ Assist with maintaining on-site safety.

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➤ Exercise sound judgment in addressing behavior problems.

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➤ Responsible for appropriate use, maintenance, and storage of all program supplies and equipment.

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➤ Maintains appropriate customer service at all times.

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➤ Treats all youth, adults, staff and volunteers with respect and courtesy.

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➤ Exhibits enthusiasm for the program.

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➤ Performs other program related duties as assigned.

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**MINIMUM QUALIFICATIONS:**



- Must have previous experience with officiating softball programs involving youth.
- Must be knowledgeable of the rules and regulations of softball.
- Must be able to work assigned program hours.
- Must be able to provide a work permit if necessary.
- Must be in good physical condition to run, squat and bend during a game.
- Should be 1<sup>st</sup> aid/CPR Certified.

#### ABILITY TO:

- Communicate clearly and concisely, both orally and in writing.
- Learn City and Service Area methods, rules, policies, ordinances and requirements.
- Understand and carry out oral and written directions.
- Establish and maintain effective working relationships with those contacted during the course of work.

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**City Of Turlock Recreation Division**  
**SITE MANAGER – YOUTH SPORTS**  
**JOB DESCRIPTION**

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**DEFINITION:**

Under the direction of the Recreation ~~Senior Supervisor~~, the Site Manager will be responsible for implementing the Youth Program, including meeting the program objectives and overseeing program activities. This is an intermittent, part-time, hourly wage position ~~with starting pay at \$9.50 per hour~~. Mostly evenings and some weekends may be required.

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**EXAMPLES OF DUTIES:**

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

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➤ Implement all daily activities of the Youth Sports Program as assigned, including carrying out program, schedule, monitoring and enforcing rules and regulations, monitoring games to maintain time schedules, maintaining a safe environment, and collecting any necessary paperwork.

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➤ Responsible for carrying out program objectives and collecting relevant data.

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➤ Create, plan and coordinate all daily activities and special events of assigned program.

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➤ Responsible for program staff assignments and scheduling of staff.

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➤ Instruct youth/adults in rules, models appropriate behavior, monitors strict adherence and enforces rules.

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➤ Assist with maintaining on-site safety.

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➤ Exercise sound judgment in addressing behavior problems.

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➤ Responsible for appropriate use, maintenance, and storage of all program supplies and equipment.

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➤ Maintains appropriate customer service at all times.

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➤ Treats all youth, adults, staff and volunteers with respect and courtesy.

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➤ Exhibits enthusiasm for the program.

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- Performs other program related duties as assigned.

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#### MINIMUM QUALIFICATIONS:

- Must be 18 years of age or older with a high school diploma, a valid California Drivers License and proof of auto insurance.
- Must be able to show one year of progressive responsibility in scheduling and running recreation activities in sports.
- Must have previous experience with recreation programs involving sports.
- Must be knowledgeable of the rules and regulations of sport program.
- Must be able to work assigned program hours.
- 1<sup>st</sup> aid/CPR Certified.

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#### ABILITY TO:

- Communicate clearly and concisely, both orally and in writing.
- Learn City and Service Area methods, rules, policies, ordinances and requirements.
- Understand and carry out oral and written directions.
- Establish and maintain effective working relationships with those contacted during the course of work.

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**City Of Turlock Recreation Division**  
**ADULT SPORTS OFFICIAL**  
**JOB DESCRIPTION**

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**DEFINITION:**

Under the direction of a Program Site Manager, the Adult Sports Official II will be responsible for implementing the Youth/Adult Sports Program, including meeting the program objectives and overseeing program activities. This is an intermittent, part-time, hourly wage position with starting pay at \$9.75 per hour. Mostly evenings and some weekends may be required.

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**EXAMPLES OF DUTIES:**

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

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➤ Implement all daily activities of the Youth/Adult Sports Program as assigned, including carrying out program, schedule, monitoring and enforcing rules and regulations, monitoring games to maintain time schedules, maintaining a safe environment, and collecting any necessary paperwork.

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➤ Assist Site Manager in carrying out program objectives and collecting relevant data.

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➤ Instruct adults in rules, models appropriate behavior, monitors strict adherence and enforces rules.

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➤ Assist with maintaining on-site safety.

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➤ Exercise sound judgment in addressing behavior problems.

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➤ Responsible for appropriate use, maintenance, and storage of all program supplies and equipment.

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➤ Maintains appropriate customer service at all times.

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➤ Treats all youth, adults, staff and volunteers with respect and courtesy.

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➤ Exhibits enthusiasm for the program.

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➤ Performs other program related duties as assigned.

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**MINIMUM QUALIFICATIONS:**

- Must have previous experience with officiating youth/adult sports programs.
- Must be knowledgeable of the rules and regulations of sport officiating.
- Must be able to work assigned program hours.
- Must be in good physical condition to run, squat and bend during a game.
- 1<sup>st</sup> aid/CPR Certified.

#### ABILITY TO:

- Communicate clearly and concisely, both orally and in writing.
- Learn City and Service Area methods, rules, policies, ordinances and requirements.
- Understand and carry out oral and written directions.
- Establish and maintain effective working relationships with those contacted during the course of work.

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**City of Turlock  
Class Instructor  
Job Description**

**DEFINITION:**

Under the direction of a Recreation Supervisor, the Class Instructor will be responsible for implementing and coordinating all aspects of a specific instruction class, including meeting the program objectives and overseeing program participants. This is a part-time, position. Some evenings and weekends may be required.

**EXAMPLES OF DUTIES:**

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

- Instructor is completely responsible for the facility and class participants and facilities until the participant leaves the program on their own or with their parent.
- Provides a detailed class proposal in advance including lesson plans and provides a written copy to the program Supervisor.
- Must complete instructor-training program, complete fingerprinting with Turlock Police, pass drug testing and a background check.
- Responsible for meeting all programs goals and objectives as well as collecting and maintaining attendance records and data.
- Works in conjunction with school/city personnel as needed.
- Responsible for maintaining on site-security and safety.
- Instructor will submit time cards indicating dates and times worked weekly for the specific program.

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**Deleted:** be paid monthly or per session by the City of  
Turlock following the completion of class registration, or as  
decided upon by the Recreation Supervisor in advance.

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**ABILITY TO:**

- Communicate clearly and concisely, both orally and in writing.
- Learn City and Service Area Methods, rules, policies, ordinances and requirements.
- Understand and carry out oral and written directions.
- Establish and maintain effective working relationships with City of Turlock staff and program participants.

# **City Council Staff Report**

**November 12, 2019**



From: David Huff, Acting Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Motion: Awarding RFP No. 19-039 and approving an Agreement with R3 Consulting Group, Inc. for a Solid Waste Rate and Fee Study, for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in a total amount not to exceed \$42,416 over the four-year term of the Agreement, if all renewal periods are exercised

Resolution: Appropriating \$42,416 to account number 204-50-505.43320 "Special Services/Projects" from Fund 204 "Solid Waste" unallocated reserves to fund an Agreement with R3 Consulting Group, Inc. for a Solid Waste Rate and Fee Study

## **2. SYNOPSIS:**

Awarding RFP No. 19-039 and approving an agreement with R3 Consulting Group, Inc. for a Solid Waste Rate and Fee Study, and appropriating \$42,416 to account number 204-50-505.43320 "Special Services/Projects."

## **3. DISCUSSION OF ISSUE:**

On September 24, 2019 Council authorized staff to issue a Request for Proposal (RFP) for a comprehensive Solid Waste Rate and Fee Study to provide recommendations for future solid waste rates and rate structures. The intent of the study is to independently assess and evaluate the City's solid waste rates and charges as well as to provide recommendations for future solid waste rates and rate structures. The study will be based on a comprehensive review of the cost to provide service by the City's contracted solid waste hauler, Turlock Scavenger.

The study will take into account changing regulations, as well as variable operations and disposal costs. The overall objective of the study will be to develop a rate structure that will adequately support solid waste operations while

minimizing the impact on customers. It is anticipated a finalized report of the study will be provided by March or April 2020 in which staff will present to Council. The RFP was advertised for two weeks and the submittal deadline was October 9, 2019. There were two proposals submitted in response to the RFP.

<b>Proposer</b>	<b>Cost</b>
R3 Consulting Group, Inc.	\$38,560
NBS	\$44,990

The last solid waste rate increase took place in 2015. At that time, City staff performed a review of the methodologies used by Turlock Scavenger to determine the solid waste increase. Since then there have been changes in disposal practices and new compliance regulations, all of which continue to affect the cost of operations. As a result, staff is recommending the authorization to award Contract No. 2020-43 to R3 Consulting Group, Inc., as the most responsive and responsible bidder meeting all specifications and requirements of the Solid Waste Rate and Fee Study RFP as well as being the lowest bidder of those who proposed.

**4. BASIS FOR RECOMMENDATION:**

- A. The Solid Waste Rate and Fee Study is needed to ensure the appropriate rates are charged to customers based on Turlock Scavenger's business operation expenses.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**      204-50-505.43320 "Special Services/Projects"

The total contract amount is \$42,416 (\$38,560 plus 10% contingency of \$3,856) over the four-year term, if all renewal periods are exercised.

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council could elect to not approve this Agreement. Staff does not recommend this alternative because the current rates may not reflect the actual cost of doing business as well as the cost to implement mandated regulations related to solid waste.





**AGREEMENT BETWEEN THE CITY OF TURLOCK  
and  
R3 CONSULTING GROUP, INC.  
for  
SOLID WASTE RATE AND FEE STUDY**

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**City Project No. 2020-43**

**THIS SERVICE AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and R3 CONSULTING GROUP, INC. (“Professional”), on this 12<sup>th</sup> day of November 2019 (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 Solid Waste Rate and Fee Study (“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 51 of this Agreement, Sections 1 through 51 shall prevail.

2. **Term.** The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on the 11<sup>th</sup> day of November 2020 ("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 three (3) additional one (1) year terms, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to 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

## **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 Forty-Two Thousand Four Hundred Sixteen Dollars (\$42,416) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

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

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

**7. Time of Performance.** Professional warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

**8. 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.

**9. 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.

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

**10.1. 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.

**10.2. Professional Performance.** Professional represents and warrants 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 and shall be free from any defects. 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.

**10.3. 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.

**10.4. 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.

**10.5. 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.

**11. 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.

**12. 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 City Manager. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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 Section 26. 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.

**17. 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.

**18. 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 Section 26.

(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.

**19. 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.

**20. 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.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

**21. 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.



**22. 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.

**23. 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:

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

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

**23.3 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 occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. 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.

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

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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:	<b>City of Turlock</b> <b>Attn: Municipal Services Director</b> <b>156 S. Broadway, Suite 270</b> <b>Turlock, CA 95380-5461</b>
With courtesy copies to:	<b>Churchwell White LLP</b> <b>Attn: Douglas L. White, City Attorney</b> <b>1414 K Street, 3rd Floor</b> <b>Sacramento, CA 95814</b>
If to Professional:	<b>R3 Consulting Group, Inc.</b> <b>Attn: Garth Schultz</b> <b>2600 Tenth St., Suite 424</b> <b>Berkeley, CA 94710</b>

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

Dawn Gillenwater  
Municipal Services Department  
156 S. Broadway, Suite 270  
Turlock, California 95380-5456  
Telephone: (209) 668-5590  
E-mail: dgillenwater@turlock.ca.us

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

**33. 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.

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

**35. Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the

breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

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

**37. Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the 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 nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signatures on Following Page]*

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

**PROFESSIONAL**

**R3 Consulting Group, Inc.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**CITY**

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

By: \_\_\_\_\_  
Michael I. Cooke, Interim City Manager

Date: \_\_\_\_\_

**APPROVED AS TO SUFFICIENCY:**

By: \_\_\_\_\_  
Douglas L. White, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Jennifer Land, City Clerk

## Proposed Scope of Services

This section provides a description of R3's intended approach to efficiently and effectively provide a Rate Study to the City. We understand that the City's expectations for the Rate Study is to accomplish the following:

- Review the current cost projection statement prepared by Turlock Scavenger to provide service, and the adequacy of current rates and charges;
- Project the cost of operations for the coming five years, including consideration of future changes in tonnages, agreements, operational and maintenance requirements, staffing changes, inflationary factors, community growth, projected capital expenses;
- Project the cost of implementing State regulations including AB 341, AB 1826, AB 1594, and SB 1383, among others;
- Analyze two alternate types of garbage service (in lieu of the current system) that would achieve compliance with current legislative measures;
- Provide a survey and analysis of comparable cities' solid waste rate and fee structures with a particular emphasis on the cities in Stanislaus County, as well as other similarly sized cities with effective solid waste disposal and diversion programs;
- Develop an index-based rate structures that allow for conditional, automatic adjustments based on a number of accepted variables (triggers), such as the Consumer Price Index (CPI) or the Refuse Rate Index (RRI), consistent with the provisions of Proposition 218; and
- Provide recommendations for new rates based on the actual (and verified) cost of service provided by Turlock Scavenger, and recommendations for improving service efficiencies.

R3 regularly conducts rate studies meeting the City's objectives for this project. The following tasks describe our approach to cost-effectively and efficiently achieve these objectives with the City and Turlock Scavenger.

### Task 1 Project Orientation / Kick-off Meeting

Successful projects begin with a mutual understanding and confirmation of key project objectives, goals, tasks, schedules, client interests, and expectations. We know the value of establishing a communication protocol to facilitate the successful, timely execution of the project to the satisfaction of the City. To that end, R3 will work with City staff to conduct a project Kick-off Meeting. Attendees will include key R3 project staff and should include key City and Turlock Scavenger staff knowledgeable of the engagement, at the City's discretion.

R3 will submit an agenda for City review, distribute the approved meeting agenda, and lead the meeting in coordination with City staff, with the main objectives being the identification of key City and Turlock Scavenger representatives that will be R3's main points of contact throughout the Study, the roles and responsibilities of each, and the potential identification of other parties that may have a significant interest in the Study. The Kick-off Meeting will provide an opportunity to review the project objectives, R3's project approach, schedule and budget, and data availability. We suggest that the meeting begin with a private session between R3 and City staff, with Turlock Scavenger joining in after preliminaries are completed.

Throughout the course of the engagement, R3 will coordinate with Turlock Scavenger to schedule teleconference meetings (as needed), conduct our on-site review(s), discuss our review and information requests, and review our preliminary findings as they are developed. City staff are welcome to attend on-site meetings with Turlock Scavenger and/or participate in our field reviews of Turlock Scavenger's collection, maintenance, and processing operations.



## Task 2 Investigation and Data Collection

The objective of this task is to identify and compile the information necessary to understand the City's current rates, fees, and rate structure, as well as Turlock Scavenger's specific operational and revenue needs. Upon City authorization to proceed, R3 will submit a Request for Information (RFI) to the City and Turlock Scavenger, which may include, but will not necessarily be limited to, the following:

### From the City:

- Current solid waste ordinances and resolutions;
- Current solid waste rates and fees, and historical rates and fees dating as far back in time as possible;
- Current agreement with Turlock Scavenger and Stanislaus County;
- Correspondence between the City and Turlock Scavenger regarding relevant contractual matters (e.g., service complaints; financial issues);
- Annual billings for contract years 2017-2019;
- Periodic reports submitted by Turlock Scavenger as required by the contract (e.g., outreach and education, AB 341 and AB 1826 programs progress, etc.);
- Accounting of Fees paid by Turlock Scavenger to the City for the years 2017-2019; and
- Notifications to assess administrative charges and any other information related to the findings associated with those notices.

### From Turlock Scavenger:

- Projected operating expenses and revenues, including anticipated capital expenses;
- Excel-file with customer subscription levels detailing customer service level (cart/bin size), billing rate, service address, day of service, route, and special categories such as on-premise service, key service, etc. (SFD, MFD, Commercial, City), and any historical trends to these service levels;
- AB 341 and AB 1826 List of Covered Generators, and Covered Generators that have and have not subscribed to commercial recycling and organics programs;
- Annual and quarterly billing register 2017-2019;
- Historical diversion and disposal tonnages by material stream, line of business (residential, commercial, and roll-off) and program (e.g., residential curbside, residential organics, commercial recycling, C&D recovery, etc.); and supporting documentation for 2017-2019 reported diversion rates;
- Audited (if available) financial statements supporting annual "Gross Rate Revenues" for 2017-2019;
- Summary of gross receipts and corresponding franchise fees paid, to City for 2017-2019;
- A complete list of billing codes; and
- The approved rate schedule in Excel format.

As this information is provided to R3, we will review, organize and catalog all information for use in completing the Study. R3 will take care to protect the proprietary interests of Turlock Scavenger's information as appropriate.

### Task 3 Conduct a Survey of Comparable Agencies' Rates

The objective of this task is to conduct a survey of comparable cities' solid waste rate and fee structure with a particular emphasis on the cities in Stanislaus County as well as similarly sized cities with effective solid waste disposal and diversion programs. R3 has recently conducted similar surveys for the cities of Folsom and Merced that can be leveraged for the cost-effectiveness of this effort. We will supplement existing information with original research of rates, fees, and services for 7-10 of the most comparable cities in Stanislaus County (which will be determined in consultation with City staff).

Prior to conducting this task, we suggest that R3 and the City establish which specific cities' rates and services are most appropriate for comparison. Careful selection of comparable agencies is important – variances in rate setting methodology, potential subsidies between residential and commercial sectors, local interpretations of Proposition 218, post-collection agreement terms, disposal and processing fees, government and regulatory fees, provision of services to schools, distribution of container sizes in the community, and many other factors can make a seemingly “apples-to-apples” comparison complex, with results that may not be representative for the purposes of this comparison and benchmarking exercise.

In order to select appropriate comparisons prior to conducting the survey, R3 will prepare a list of known municipal solid waste operations along with currently retained information about the rates, services, location and other conditions that will facilitate selection of appropriate comparable communities. We will provide this information to City staff and then solicit the City's input on the top 7-10 communities for inclusion in the survey. R3 will then communicate with staff at the selected cities to gather information including:

- Community population, and total number of accounts for residential, commercial and industrial customers;
- Number of accounts at each service level option for residential, commercial and industrial customers (which is critical to an “apples-to-apples” comparison and not generally evaluated by others who conduct such surveys);
- Services rates for all container sizes, waste streams, and other services;
- Detailed list of services that are provided via any “bundled” service rates, and the specific service offerings for those services (e.g. bulky item pickups, extra service charges, street sweeping services, City services, services to schools, HHW service, etc.)
- Types, sizes and frequency of collection of containers provided for residential, commercial and industrial customers;
- Specific information regarding how rates are allocated with respect to the requirements of Proposition 218;
- Specific information regarding post-collection costs including disposal, organics processing, and recyclables processing fees, as applicable;
- Governmental and regulatory fees, as applicable; and
- Other information discussed and confirmed in consultation between R3 and the City.

R3 will seek this information voluntarily from the 7-10 communities selected in consultation with the City via phone, email, and written request. If we are unable to acquire complete survey information for five comparable communities based on the voluntary request, we may suggest that the City issue a formal Public Records Act request for the necessary information. However, we would like to avoid that being necessary because of the time, effort, and relationship impacts that can arise from making such requests.

Results from this Task 3 will be presented to the City in form of a brief electronic memorandum, raw data sets (in Excel) and a summary of results in chart form, which will serve as a baseline with respect to the results of the following Study Tasks.

#### **Task 4      Analyze Current Fees and Service Levels and Make Recommendations**

The objectives of this Task are to: a) analyze each individual fee and service level, and develop recommendations and basis for new fees and/or service levels, if necessary; and b) analyze two alternate types of garbage service (which would potentially be implemented in lieu of the current system), and may potentially include a larger solid waste cart, a two cart system, or others. To this latter point, R3 will seek input from the City and Turlock Scavenger regarding the two possible service alternatives to be evaluated during this phase of the Study. Factors to be reviewed and evaluated via this analysis include:

- Current and projected operating expenses;
- Projected future operating costs resulting from residential, commercial and/or development growth and known future regulatory requirements;
- Projected future operating costs resulting in new, changed and/or expanded collection programs such as commercial recycling and organics services and new infrastructure needs;
- Vehicle and equipment replacement;
- Transfer, processing and disposal costs;
- Staffing needs;
- Capital needs including trucks, containers, facilities, and other capital expenses;
- Emergency operating reserve funds;
- The City's current rate structure, revenue streams and billing program; and
- Other elements as identified by the City and R3.

To the extent that the current rate structure appears not to be able to meet the ongoing needs of the City, alternative rate structure options will be identified and presented to City staff. A key focus of this analysis is a review of the current commercial account distribution and an assessment of that distribution in light of the associated rate structure and the rate relationships between the various service levels. Ideally, from an operational efficiency standpoint, each account would be provided with appropriate storage volume so that service frequency could be limited to one time per week. This would allow the City to meet the weekly service volume requirements with the least amount of resources at the lowest possible cost to the system users.

As an element of this task, R3 will work with the City and Turlock Scavenger to prepare a rough cost-of-service analysis, which is a key aspect of compliance with Proposition 218 requirements. The cost-of-service analysis can be conducted on two levels:

1. **Line-of-Business Cost-of-Service Analysis** – The analysis of revenues and expenses among lines of business (e.g., residential, commercial, industrial) with the intent of balancing revenues and expenses to eliminate any subsidies that may exist across lines of business (e.g., commercial rates subsidizing residential rates); and
2. **Individual Rate Cost-of-Service Analysis** – The analysis of rates and the relationships between rates within a given rate structure to determine the extent to which an individual rate reflects the cost of the associated service level (e.g., the cost to service a 4-yard container one time per week compared to the cost to service a 1-yard container four times per week).

Via the above, R3 and the City will be able evaluate the reasonableness of any cost-of-service allocations that Turlock Scavenger has developed among the various lines of business. If Turlock Scavenger has not allocated costs to the various lines of business, we will work with the City as part of this task to develop estimates. One specific focus of this task will be to quantify the cost of commercial recycling services and the impact of potential expansion of those services in response to the State's mandatory commercial organics recycling requirements under AB 1826 and SB 1383. This will support the determination of a specific cost-of-service rate for commercial organics recycling and various other commercial recycling rate options.

## **Task 5      Projected Cost of Services**

The objective of this task is to project the cost of operations (for Turlock's solid waste system as a whole) for a five-year time frame. A broad description of R3's general approach to conducting this type of analysis is included below – the specific approach for this Rate Study will vary from this description based on the form and content of Turlock Scavenger's projected operating expenses and revenue needs, which will be the starting basis for this analysis. Additionally, this task will include a high-level productivity review to determine the productivity of collection operations and the level of capacity that exists within the current routes to incorporate additional accounts due to expanded programs (e.g., commercial recycling) and/or growth. This information will be used to help model the timing of new equipment requirements over the five-year planning horizon, and in particular, to help refine assumptions and estimates relating to projected growth in the City.

### **Document Current Financial Baselines**

This task involves documenting current financial baselines, including applicable revenue and expense line items, fund reserves, capital cost estimates and any other relevant data. It is anticipated that this information will, with any appropriate adjustments, form the basis for projections over the five-year planning period. To the extent feasible, R3 will evaluate and incorporate historical information from prior rate study projects for the City to allow for review and analysis of historical trends. Available year-to-date information will also be reviewed.

### **Prepare Revenue Projections**

Revenue projections will be prepared for a five-year planning period. These projections will account for both rate related revenue and non-rate related revenue (e.g., interest income, bond proceeds, grants, sale of assets, development fees, etc.), and the impact of growth and other relevant factors. Rate revenue projections will be based on current rates, which will then be adjusted as part of the rate modeling that will be performed in a subsequent task.

### **Prepare Expense Projections**

The purpose of this task will be to prepare projections of Turlock Scavenger's solid waste operation expenditures over the planning period. In developing these projections, we will coordinate with appropriate City staff, as necessary, to review the historical expenditures and discuss the assumptions, conditions and trends affecting the projections. The format for these projections will correspond to Turlock Scavenger's existing accounting records but will also incorporate modifications discussed in the Kick-off Meeting.

### **Prepare Capital Project Expense Projections**

To the extent that Turlock Scavenger is projecting capital project expenses, we will review available capital project expense projections and, as appropriate, make any suggestions for updating or otherwise modifying those projections based on available data, including the operational projections developed in a prior task. Any such capital project expenses will be incorporated into the rate model and five-year rates.

### **Prepare Financial Plan Model**

The various revenue and expense projections developed in the prior tasks will be used to construct a simple, easy-to-use, easy-to-modify, and easy-to-update Excel-based five-year rate plan (upon which the rate model and five-year rates will also be built). This five-year plan will be cost-effectively developed by starting with Turlock Scavenger's operating projections.

### **Prepare Rate Model**

Using the five-year financial plan, and in conjunction with City staff, R3 will analyze various rate adjustment scenarios that are sufficient to fund the City's annual operating costs over the five-year planning horizon, and provide necessary funding for vehicle replacement, residential and commercial/development growth, operating reserves, and other expense and revenue factors. The resultant rate model will:

- Use best industry practices to determine the ability of the current rates and current rate structure to meet the City's ongoing solid waste operational needs, and over what time frame;
- Identify the specific impact that growth and new development will have on the rates as projected;
- Use the five-year financial findings and projections to recommend solid waste rates and service charges that are cost-based, equitable and legally defensible; and
- Provide rates which meet the legal requirements of Proposition 218.

Rate adjustment scenarios may include:

- A single rate adjustment that will set rates and satisfy the revenue requirement over a set planning period without need for additional adjustment (i.e., no additional annual indexed adjustments);
- A single rate adjustment that will set rates and satisfy the revenue requirement over the set planning period, with additional planned annual CPI indexed adjustments;
- Consistent annual rate adjustments over a set amount of time to more gradually introduce the rate structure changes; and/or
- Periodic rate adjustments (e.g., rate adjustments every two or three years).

As with prior tasks, R3 will seek to utilize and build upon the financial projections prepared by Turlock Scavenger to ensure that efforts under this task are as cost-effective as possible. R3 will work with the City to establish how the resultant rate model can provide the flexibility to integrate information from the Turlock Scavenger's financial system into the model and thus compute rates over time. This will start with the Task 2 information request during which we will request examples of reports from the Turlock Scavenger's financial system in order to ensure that reports can be integrated into the five-year financial plan and thus into the rate model.

A CPI and/or RRI element will also be developed in conjunction with this Task, to provide regular annual adjustments over time. This element will be discussed and confirmed with City staff and Turlock Scavenger and will be based on other similar and recent models developed by R3 via other client engagements.

### **Task 6      Reporting and Presentation**

The objectives of this Task are to prepare reports and present Rate Study findings to City staff. R3's findings and recommendations will be organized in an electronic Draft Rate Report. The Draft Report will be submitted to City staff for review and comment, and an electronic Final Report will be prepared based on incorporation of consolidated written comments received from the City.

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## Proposal for Solid Waste Rate and Fee Study

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The Draft and Final Rate Reports will include recommended rate adjustments over the five-year planning period and will summarize the findings and recommendations from Tasks 1-5 above, including charts showing the proposed rates, detailed calculations of the expected solid waste expenditure budget for each year, and the expected solid waste revenue based on rates proposed via the rate study.

Our proposed cost estimate for the Tasks and deliverables proposed herein includes one (1) presentation to the City Council, with additional presentations to the public-at-large, developers, landowners, City staff and the City at an additional cost not included in the overall proposed cost estimate. Within our proposed cost estimate, we have included the development of a PowerPoint presentation summarizing our work and based on the contents of our Draft and Final Reports. We will provide a draft copy of the presentation to City staff for review and comment, with the draft being revised into a final presentation. Our proposed cost estimate includes presenting our work, findings and recommendations to the City Council for a rate hearing and rate adoption.

### Tentative Schedule

**Table 1**  
**Tentative Schedule**  
*(subject to change based on timing of notice to proceed)*

Task		Start Date	Completion Date
1	Project Orientation / Kick-off Meeting	December 16, 2019	December 20, 2019
2	Investigation and Data Collection	December 16, 2019	January 10, 2020
3	Conduct a Survey of Comparable Agencies' Rates	December 16, 2019	January 24, 2020
4	Analyze Current Fees and Service Levels and Make Recommendations	December 16, 2019	February 14, 2020
5	Projected Cost of Services	December 16, 2019	March 6, 2020
6	Reporting and Presentation	March 9, 2020	April 6, 2020

## Proposed Compensation

### Project Budget

We propose to complete the Project Scope of Work on a time-and-materials basis for a not-to-exceed budget by task totaling **\$38,560, including all travel and expenses**. We suggest that the City consider seeking reimbursement of all or a portion of these costs from Turlock Scavenger, as an allowable cost to be recovered via the rates over a set period of time.

Our project budget includes labor, travel, and project expenses for the work and deliverables as listed in this proposal. We would be happy to discuss changes to our scope or budget as may be needed to align with the City's needs. R3's overall multiplier rate is approximately 3.0.

**Table 2**  
**Project Budget**

	Task	Garth Schultz	William Schoen	Carrie Baxter	Emily Ginsburg	Hours	Cost
		\$215	\$215	\$175	\$160		
1	Project Orientation / Kickoff Meeting	3	3	3	3	12	\$2,295
2	Investigation and Data Collection	3	5	5	15	28	\$4,995
3	Conduct a Survey of Comparable Agencies' Rates	3	0	5	20	28	\$4,720
4	Analyze Current Fees and Service Levels and Make Recommendations	5	10	0	35	50	\$8,825
5	Projected Cost of Services	5	10	35	0	50	\$9,350
6	Reporting and Presentation	15	5	5	20	45	\$8,375
Total		34	33	53	93	213	\$38,560

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2019-
\$42,416 TO ACCOUNT NUMBER	}	
204-50-505.43320 "SPECIAL SERVICES/	}	
PROJECTS" FROM FUND 204 "SOLID	}	
WASTE" UNALLOCATED RESERVES TO	}	
FUND AN AGREEMENT WITH R3	}	
CONSULTING GROUP, INC. FOR A SOLID	}	
WASTE RATE AND FEE STUDY	}	
	}	

**WHEREAS**, the Municipal Services Department is seeking approval to enter into an agreement with R3 Consulting Group, Inc. for a solid waste rate and fee study; and

**WHEREAS**, project costs were not incorporated into the Fiscal Year 2019-20 budget; and

**WHEREAS**, a solid waste rate and fee study is needed in order to determine whether the current rates reflect the actual cost of service and implementation of mandated regulations related to solid waste; and

**WHEREAS**, there are sufficient unallocated reserves in Fund 204 "Solid Waste" to fully fund the cost of this project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$42,416 to account number 204-50-505.43320 "Special Services/Projects" from Fund 204 "Solid Waste" unallocated reserves to fund an Agreement with R3 Consulting Group, Inc. for a Solid Waste Rate and Fee Study.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote.

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



# ***City Council Staff Report***

***November 12, 2019***



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From: David Huff, Acting Municipal Services Director

Prepared by: Nicole Mann, Staff Services Assistant

Agendized by: Michael I. Cooke, Interim City Manager

**1. ACTION RECOMMENDED:**

Resolution: Approving the purchase of one (1) Power Rodder with Freightliner, a vehicle used to clear obstructions from sewer mains, from Owen Equipment for the Municipal Services Department, in an amount not to exceed \$419,001, including a 5% contingency, as approved by City Council in the Fiscal Year 2019-20 adopted budget

**2. SYNOPSIS:**

Approving the purchase of one (1) Power Rodder with Freightliner for the Municipal Services Department, Utility Maintenance Division.

**3. DISCUSSION OF ISSUE:**

Staff is requesting approval to purchase one (1) Power Rodder with Freightliner, a vehicle used to clear obstructions from sewer mains, from Owen Equipment for the Utility Maintenance Division, in an amount not to exceed \$419,001, which includes a 5% contingency. This purchase was budgeted by City Council as part of the Fiscal Year 2019-20 budget adoption process.

The proposed vehicle will serve as the workhorse vehicle for the Utilities Division and will be used to perform regular sanitary sewer preventative maintenance which consists of three, six and yearly runs to remove grease and roots in 6", 8", 12" and 18" sewer main lines. The purchase is necessitated by the fact that the current Power Rodder is 29 years old, parts are becoming obsolete, and, in some cases, parts need to be fabricated in order to keep the unit operating. Additionally, some controls on this vehicle can be unsafe in today's standards. It has exceeded its useful life and requires overly excessive maintenance to remain operational.

**4. BASIS FOR RECOMMENDATION:**

- A. The Municipal Services Department needs the proper equipment to maintain the City of Turlock's sewer systems.
- B. A minimum of three written bids conforming to vehicle specifications for the Power Rodder with Freightliner were submitted by competing suppliers. Bid proposals were evaluated and awarded to the lowest responsible bidder whose bid met the requirements and criteria set forth in the bid package.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:**

The total purchase price for one (1) Power Rodder with Freightliner is \$399,047.96. The not to exceed amount of \$419,001, includes a 5% contingency.

\$419,001 from account number 410-51-534.51397 "Power Rodder".

**6. CITY MANAGER'S COMMENTS**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Do not approve the vehicle purchase. This alternative is not recommended because the vehicle is needed to assist in the maintenance of the City's sewer system.

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

<b>IN THE MATTER OF APPROVING THE PURCHASE OF ONE (1) POWER RODDER WITH FREIGHTLINER, A VEHICLE USED TO CLEAR OBSTRUCTIONS FROM SEWER MAINS, FROM OWEN EQUIPMENT FOR THE MUNICIPAL SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED \$419,001, INCLUDING A 5% CONTINGENCY, AS APPROVED BY CITY COUNCIL IN THE FISCAL YEAR 2019-20 ADOPTED BUDGET</b>	} } } } } } } } } } }	<b>RESOLUTION NO. 2019-</b>
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**WHEREAS**, the Municipal Services Department, Utilities Maintenance Division is in need of a new Power Rodder to cut roots, grease, and clean sewer main lines; and

**WHEREAS**, a Power Rodder will allow the Utilities Maintenance staff to continue to effectively and efficiently complete preventative sewer maintenance and cleaning which consists of three, six and yearly runs to remove grease and roots from 6", 8", 12" and 18" sewer main lines; and

**WHEREAS**, the current Power Rodder is 29 years old and parts are becoming obsolete, and in some cases parts are needing to be fabricated in order to keep the unit operating. Some controls on this vehicle can be unsafe for today's standards. It has exceeded its useful life and requires overly excessive maintenance to remain operational; and

**WHEREAS**, the new vehicle can enhance efficiency for regular sewer system maintenance for the citizens of Turlock; and

**WHEREAS**, a minimum of three written bids conforming to vehicle specifications for the Power Rodder with Freightliner were submitted by competing suppliers. Bid proposals were evaluated and awarded to the lowest responsible bidder whose bid met the requirements and criteria set forth in the bid package.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the purchase of one (1) Power Rodder with Freightliner, a vehicle used to clear obstructions from sewer mains, from Owen Equipment for the Municipal Services Department, in an amount not to exceed \$419,001, including a 5% contingency, as approved by City Council in the 2019-20 adopted budget.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote.

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## City of Turlock,

### Continuous Power Rodder with Freightliner M2 Chassis for City of Turlock



- Angle mount Rodder - rear of Rodder is lowered to make it more accessible to the operator.
- Truck mounted on approved chassis supplied by customer and to be hydraulically driven through a PTO.

#### Performance:

- 3,500 lbs. rod pulling force @ 200 fpm
- 8,000 lbs. rod pulling force @ 100 fpm
- Note: performance ratings are based on hydraulic supply of 2,300 psi at 24 gpm
- 0 to 150 rpm rotation speed at 12 gpm
- Capacity for 2,200' of .393" diameter rod

#### Drive and hydraulic system:

- Fully hydraulically driven with no chains or other mechanical power transmission devices.
- Open center hydraulics for ease of maintenance.
- 56 US gallon reservoir design is incorporated into tubing of Rodder structural frame to maximize heat dissipation and includes expansion tank, sight level gauge and manual shut off valves.

- Rod drive head includes three (3) pair of drive rollers directly driven through pinion gears of two hydraulic motors with three (3) other drive rolls mounted on stationary shafts and three (3) opposing drive rollers mounted on adjustable shafts for wear compensation.
- Clamping force on the rod through the drive rolls is applied hydraulically with pressure proportional to the pulling or pushing force to eliminate excess wear in light rodding conditions and allow maximum torque during heavy load conditions.
- Drive rolls rotate on radial and thrust bearings and can be replaced without removing or disassembling the drive head.
- Two speed drive motors are plumbed directly from lateral valve through hydraulic swivel barrel with steel tubing type fittings and without the use of black pipe or flexible hoses.

#### Controls:

- All controls and instruments are located in a single control panel at the rear passenger side of the skid.
- Controls and instrumentation include:
  - Single unitized control handle for controlling all rod movements
  - Throttle control
  - Pressure gauges: lateral and rotation
  - Pressure controls: lateral rod control and rotation rod control
  - Rod footage meter, self-canceling
  - Engine tachometer and hour meter
  - E-stop

#### Rodder Mechanism:

- Main frame is welded steel constructed from rectangular structural steel tubing and is adequately stiffened to reduce deflection under load.
- Reel cage housing is welded steel constructed from rectangular structural steel tubing. All corners are mitered and gusseted with ½" hot rolled steel plate.
- Housing is mounted on main frame by heavy duty pillow block bearing at two points with welded stop blocks for rigidity.
- Housing incorporates a fixed guide to direct the rod from the drive head to the rod reel. Guide is spiral type to allow dirt on the rod to escape and is constructed from heavy duty spring steel wire for maximum wear resistance.
- Guide includes an adjustable roller to reduce stress on the rod. The roller can be adjusted by a mechanic to guide the rod into the reel or to assist re-threading the rod in the event of breakage in the reel.
- Rod reel is constructed of heavy duty hot rolled round stock with diagonally braced spokes. Reel is approximately 74" diameter to prevent deformation from occurring in the .393" duct rod.
- A flat band is incorporated around the circumference of the rod reel to reinforce the spokes and add support the rod while also facilitating ease of rod installation.
- Flange bearings are mounted with wedge spacers to align bearings with angle of the reel.
- A retaining ring fixed to the reel cage housing insures safe containment of the rod in the reel.

#### Shroud and Other Features:

- Includes 1800' of .393" Timberland factory tested and inspected high performance, oil tempered, spring steel continuous rod which is custom manufactured to Timberland specifications.
- Entire rodder assembly is enclosed with a sheet metal shroud which is removable in sections for ease of maintenance and with screened access openings on both sides of the reel cage.
- Rod bending block and bar are included for installing rod ends.

#### Truck Bed and mounting:

- Heavy duty truck body with integrated tool storage and compartments
  - Galvanealed steel construction
  - Treadplate construction for horizontal surfaces in storage and work areas

- Integrated mounting for body and Rodder
- 12" Steel head board
- Guard rail at operators' station
- Clearance added for seat swivel
- Rear bumper with tool box.
- Dry-Deck liners on floor and shelves of both compartments
- DOT approved LED lighting
- SAE side mount PTO for Allison 3000 Series Transmission
- Remote engine throttle integrated in chassis electronic control
- Includes installation of above items plus hydraulic hook

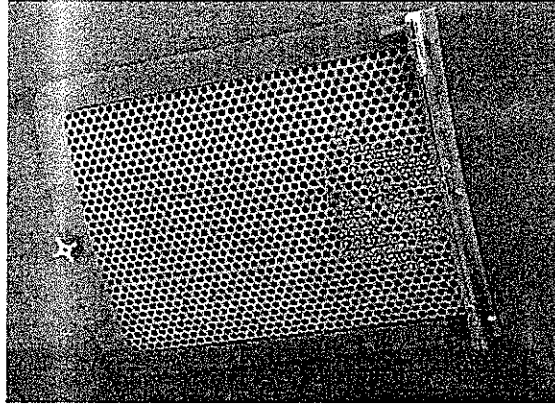
#### **Accessories:**

- Able 02-6052 Arrow Board
- Guide hose machine adapter with 2" cam-lock fitting
- Swivel operators' seat with umbrella
- Two (2) Cone holders – one on rear fender and one on front bumper
- Engraved operation labels
- Hydraulic pressure washer system with 50-gallon water tank
- 6" diameter long tool storage tube
- Four (4) 4" diameter sign storage tubes
- Slide out step platform for reel access
- 95db Back up alarm
- 18' Lightweight Guide Hose with aluminum cam lock fitting and lead bell
- 7' Lightweight Guide Hose Extension with aluminum cam-lock fittings
- Rod Guide Manhole Brace
- Rod Guide Stand
- 4,6, and 8" Square Bar Corkscrews with 5/16" adapter rods
- 4,6, and 8" Concave Roots Saws with 5/16" adapter rods
- 4,6, and 8" Three Blade Flat Cutters with 5/16" adapter rods
- (5) .393 to .3125" Adapter Couplers
- (5) .393 Left Hand Rod Nuts
- (2) 5/16" Assembly Wrenches

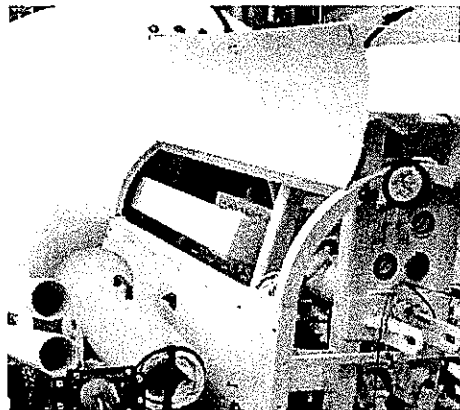
#### **1500-Watt Inverter**

- Inverter powered by chassis batteries
- Low voltage shut down
- GFI Outlets

**Add Hinged Screen doors both sides of shroud**



**Add Hinged Drive Head Access door to left side of Rodder**



**Paint Finish:**

Fabricated components will be abrasive blasted to and coated with the TSE International standard paint system with OKC standard white topcoat to match chassis. Other paint colors and/or finishes can be quoted at customer's request.

**Operation, Parts & Maintenance Manuals:**

Each unit is provided with two (2) copies of an operation, parts and maintenance manual in standard TSE format. Manuals include operating instructions, safety information, major



assembly drawings, hydraulic schematics and electrical schematics. Manuals are provided in English language.

**Quality System & Welding Standards:**

All equipment is engineered, designed, manufactured and tested in accordance with our ISO 9001 quality system. All welding is completed in accordance with our certification to the Canadian Welding Bureau (CWB).

**Delivered to the City of Turlock: Price .....**\$ 369,917.00  
**Sales Tax (7.875%).....**\$ 29,130.96  
**Delivery/FET/Tire Recycling Fee/Doc**  
**Fee.....**\$ .....  
**Included**  
**GRAND TOTAL.....**\$399,047.96

HE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

**NOTE:** Price is good for 90 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

**TAXES:** SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

**DELIVERY:** ARO Truck 30-90 Days **TERMS:** Net Delivery

If you have any questions please give me a call at (510) 604-9970.

Sincerely,

*Alan Freeman*

Alan Freeman  
Municipal Sales

Date

I accept all terms and conditions and authorize Owen Equipment to order the above units.



# **City Council Staff Report**

**November 12, 2019**

---

From: Ninus C. Amirfar, Chief of Police

Prepared by: Joey Mercado, Police Lieutenant

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the 2019 FY Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs in the amount of \$28,365, and appropriating said funds to account number 266-20-255-341.35720 "Revenue" and account number 266-20-255-341.51107\_008 "JAG Expenses 2019-DJ-BX-0533" in Fund 266 "Police Services Grants"

## **2. SYNOPSIS:**

Accepting an allocation of funds, authorizing the execution of a grant agreement, and appropriating funds for the Federal FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$28,365.

## **3. DISCUSSION OF ISSUE:**

The JAG program is the combination of the former Byrne Formula and Local Law Enforcement Block Grant programs. The City's 2019 (based on the Federal fiscal year) JAG allocation is \$28,365.

The application for the Federal FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) was submitted in August 13, 2019. On September 24, 2019, an email notification was received advising that the City of Turlock was awarded the FY 2019 Edward Byrne Memorial Justice Assistance Grant by the Office of Justice Programs at the U.S. Department of Justice for the amount of \$28,365.

The procedure for allocating JAG funds is a formula based on population and crime statistics in combination with a minimum allocation. The funding is based on the Part One Crime Index. JAG funds can be used to pay for equipment used in

front-line law enforcement. No local match is required in connection with the expenditure of these funds.

The Turlock Police Department intends to allocate the 2019 JAG funds to purchase equipment for front-line law enforcement use. This could take the form of weapons, ballistic vests, radios, or other equipment used by police officers and/or community service officers in need of replacement or will add new capabilities. The amount requested would be combined with allocated funds to accomplish this goal.

**4. BASIS FOR RECOMMENDATION:**

- A. United States Department of Justice, Office of Justice Programs, requires the application be made public and be reviewed by the City of Turlock City Council, as well as provide an opportunity for public comment.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

Appropriation of the grant funds to account number 266-20-255-341.35720 "Revenue" and account number 266-20-255-341.51107\_008 "JAG Expenses 2019-DJ-BX-0533" in Fund 266 "Police Services Grants."

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council could decline the request to allocate the 2019 JAG funds as requested requiring staff to determine other uses for these funds within the specific program guidelines. Staff does not recommend this.
- B. Council could decline to accept the 2019 JAG funds. Staff does not recommend this.

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

**IN THE MATTER OF ACCEPTING AN }  
ALLOCATION OF FUNDS, AUTHORIZING }  
THE EXECUTION OF A GRANT }  
AGREEMENT AND COMMITMENTS }  
NECESSARY TO ADMINISTER THE 2019 FY }  
EDWARD BYRNE MEMORIAL JUSTICE }  
ASSISTANCE GRANT (JAG) FUNDS FROM }  
THE UNITED STATES DEPARTMENT OF }  
JUSTICE, OFFICE OF CRIMINAL JUSTICE }  
PROGRAMS, IN THE AMOUNT OF }  
\$28,365, AND APPROPRIATING SAID }  
FUNDS TO ACCOUNT NUMBER }  
266-20-255-341.35720 "REVENUE" AND }  
ACCOUNT NUMBER }  
266-20-255-341.51107\_008 "JAG EXPENSES }  
2019-DJ-BX-0533" IN FUND 266 "POLICE }  
SERVICES GRANTS" }**

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**RESOLUTION NO. 2019-**

**WHEREAS**, the Edward Byrne Memorial Justice Assistance Grant ( JAG) is a federal grant program, combining and replacing the Byrne Formula and Local law Enforcement Block Grant programs with a single funding mechanism intended to simplify the administration process for the grantees; and

**WHEREAS**, the procedure for allocating JAG funds is a formula based on population and crime statistics, based on the Part One Crime Index, in combination with a minimum allocation; and

**WHEREAS**, Turlock Police Department has been awarded these grant funds to pay for equipment, technology, and other materials directly related to the basic, front-line law enforcement functions; and

**WHEREAS**, the United States Department of Justice, Office of Justice Programs, requires this program to be reviewed and approved by the Turlock City Council; and

**WHEREAS**, Turlock Police intends to allocate FY 2019 JAG funds to purchase equipment for front-line law enforcement use in the form of weapons, ballistic vests, radios, tactical and/or other equipment used by police officers and/or community service officers which are in need of replacement or will add new capabilities.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby accept an allocation of funds, authorize the execution of a grant agreement and commitments necessary to administer the 2019 FY Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs in the amount of \$28,365, and appropriate said funds to account number 266-20-255-341.35720 "Revenue" and account number 266-20-255-341.51107\_008 "JAG Expenses 2019-DJ-BX-0533" in Fund 266 "Police Services Grants."

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

# **City Council Staff Report**

**November 12, 2019**



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From: Ninus C. Amirfar, Chief of Police

Prepared by: Joey Mercado, Police Lieutenant

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the 2019 Walmart Community Grant Program from Walmart in the amount of \$5,000, and appropriating said funds to account number 266-20-255-356.35720 "Police Explorer Program Revenue" in Fund 266 "Police Services Grants" in support of the City's Police Explorer Program

## **2. SYNOPSIS:**

Accepting an allocation of funds, authorizing the execution of a grant agreement, and appropriating funds for the 2019 Community Grant Program from Walmart in the amount of \$5,000.

## **3. DISCUSSION OF ISSUE:**

The Turlock Police Department Explorer Program Post 900 is designed for motivated and service-oriented young men and women, ages 14-21 years old, who have an interest in the law enforcement field. The program not only serves as a gateway into law enforcement, but promotes leadership, personal growth through character development, and respect for the rule of law, physical fitness, good citizenship and patriotism.

Turlock Police Explorers receive mentoring and training from veteran police advisors, making them better prepared as applicants for future Law Enforcement positions. In addition, Explorers will gain invaluable experience that can be used to further their careers even if they decide to choose a career outside of law enforcement.

With the guidance of Turlock Police Explorer advisors and through local interactions in the community, the Turlock Police Explorer Program has successfully engaged private businesses, service groups, and other local sponsors in creating a sense of community service and interest in mentoring and developing our youth.

The Walmart Community Grant Program seeks to create value in the communities around the world, strengthening them through local grants supporting programs that help them thrive. The Walmart Local Community Grant Program provides funding directly from Walmart and Sam's Club facilities to local organizations in the U.S. through an open application process. A recognized government entity such as state, county or city agency, including law enforcement or fire departments, may request for funds exclusively for public purposes.

The 2019 grant cycle begins February 15, 2019 and the application deadline is December 31, 2019. The application for the 2019 Walmart Community Grant Program was submitted on August 13, 2019. The Management at the local Facility #1963 reviewed the application and made the initial funding recommendations on the submitted request. On August 19, 2019, the Walmart Community Grants Team and Facility #1963 selected the Turlock Police Department Explorer Program as a recipient of a \$5,000 grant.

The Turlock Police Department intends to allocate the 2019 Walmart Community Grant funds as a source for overtime funding for the training, mentoring, and guidance of Turlock Police Department Explorers. No local match is required in connection with the expenditure of these funds.

**4. BASIS FOR RECOMMENDATION:**

- A. The 2019 Walmart Community Grant Program requires the application be made public and be reviewed by the City of Turlock City Council, as well as provide an opportunity for public comment.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

Appropriation of the grant funds to account number 266-20-255-356.35720 "Revenue" in Fund 266 "Police Services Grants."

**7. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

- A. Council could decline the request to allocate the 2019 Walmart Community Grant award as requested requiring staff to determine other uses for these funds within the specific program guidelines. Staff does not recommend this.
- B. Council could decline to accept the 2019 Walmart Community Grant award. Staff does not recommend this.



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

<b>IN THE MATTER OF ACCEPTING AN</b>	}	<b>RESOLUTION NO. 2019-</b>
<b>ALLOCATION OF FUNDS, AUTHORIZING</b>	}	
<b>THE EXECUTION OF A GRANT</b>	}	
<b>AGREEMENT AND COMMITMENTS</b>	}	
<b>NECESSARY TO ADMINISTER THE 2019</b>	}	
<b>WALMART COMMUNITY GRANT PROGRAM</b>	}	
<b>IN THE AMOUNT OF \$5,000, AND</b>	}	
<b>APPROPRIATING SAID FUNDS TO</b>	}	
<b>ACCOUNT NUMBER 266-20-255-356.35720</b>	}	
<b>"POLICE EXPLORER PROGRAM</b>	}	
<b>REVENUE" IN FUND 266 "POLICE</b>	}	
<b>SERVICES GRANTS" IN SUPPORT OF THE</b>	}	
<b>CITY'S POLICE EXPLORER PROGRAM</b>	}	
	}	

**WHEREAS**, the Turlock Police Department Explorer Program Post 900 is designed for motivated and service-oriented young men and women, ages 14-21 years old, who have an interest in the law enforcement field; and

**WHEREAS**, Turlock Police Department Explorers receive mentoring and training from veteran police advisors, making them better prepared as applicants for future Law Enforcement positions; and

**WHEREAS**, the Walmart Community Grant Program seeks to create value in the communities around the world, strengthening them through local grants supporting programs that help them thrive; and

**WHEREAS**, the Walmart Local Community Grant Program provides funding directly from Walmart and Sam's Club facilities to local organizations in the U.S. through an open application process; and

**WHEREAS**, the Turlock Police Department applied for the 2019 Walmart Community Grant Program on August 13, 2019, and was selected by the Walmart Community Grants Team and Facility #1963 on August 19, 2019, as a recipient of a \$5,000 grant; and

**WHEREAS**, the Turlock Police Department intends to allocate the 2019 Walmart Community Grant Program funds as a source for overtime funding for the training, mentoring, and guidance of Turlock Police Department Explorers.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby accept an allocation of funds, authorize the execution of a grant agreement and commitments necessary to administer the 2019 Walmart Community Grant Program from Walmart in the amount of \$5,000, and appropriate said funds to account number 266-20-255-356.35720 "Police Explorer Program Revenue" in Fund 266 "Police Services Grants" in support of the City's Police Explorer Program.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

# City Council Staff Report

November 12, 2019



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From: Ninus C. Amirfar, Chief of Police  
Prepared by: Amanda Fortado, Police Business Unit Supervisor  
Agendized by: Michael I. Cooke, Interim City Manager

**1. ACTION RECOMMENDED:**

Resolution: Accepting donations made to the City of Turlock Police Department from various donors during the first quarter of Fiscal Year 2019-20 in the amount of \$8,130.24 (monetary donations) and \$1,598.86 (non-monetary donations) utilized in support of the City's Animal Services, Blue Santa, Explorers, K9, and National Night Out

**2. SYNOPSIS:**

Accepting the first quarter of FY 2019-20 monetary and non-monetary donations.

**3. DISCUSSION OF ISSUE:**

Through local interactions in the community, crime prevention and volunteer staff have successfully engaged private businesses, service groups, and other local sponsors by creating a sense of community service and interest in supporting crime prevention awareness, volunteers, and animal services.

During the first quarter of FY 2019-20, staff received monetary donations in the amount of \$8,130.24 and various non-monetary donations valued at \$1,598.86 for Animal Services, Blue Santa, Explorers, K9, and National Night Out. Monies and products received through donations are essential in keeping these programs active and assist in offsetting costs to the City of Turlock. The items donated are distributed to the recipient of the applicable programs as determined by the program criteria. Property value of the non-monetary donations is determined based on fair market value and the donors' estimates.

**4. BASIS FOR RECOMMENDATION:**

- A. Pursuant to California Government Code Section 37354, the City Council may accept donations made to the City.

- B. Staff is recommending the monetary and property donations be used to support the current and future needs of the City's ongoing crime prevention, community outreach, and public safety efforts.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** None

**6. CITY MANAGER'S COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council may choose not to accept these donations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }  
DONATIONS MADE TO THE CITY OF }  
TURLOCK POLICE DEPARTMENT FROM }  
VARIOUS DONORS DURING THE FIRST }  
QUARTER OF FISCAL YEAR 2019-20 IN }  
THE AMOUNT OF \$8,130.24 (MONETARY }  
DONATIONS) AND \$1,598.86 (NON- }  
MONETARY DONATIONS) UTILIZED IN }  
SUPPORT OF THE CITY'S ANIMAL }  
SERVICES, BLUE SANTA, EXPLORERS, }  
K9, AND NATIONAL NIGHT OUT }  
\_\_\_\_\_ }

RESOLUTION NO. 2019-

**WHEREAS**, staff received donations from various donors in the community during the first quarter of FY 2019-20 (Summarized in Attachments A, B, C, D, and E); and

**WHEREAS**, pursuant to the California Government Code Section 37354, the City Council may accept these donations made to the City; and

**WHEREAS**, these donations will be used to support the current and future needs of the Animal Services, Blue Santa, Explorers, K9, and National Night Out.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby accept donations made to the City of Turlock Police Department from various donors during the first quarter of Fiscal Year 2019-20 in the amount of \$8,130.24 (monetary donations) and \$1,598.86 (non-monetary donations) utilized in support of the City's Animal Services, Blue Santa, Explorers, K9, and National Night Out.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

## Attachment A

Turlock Police Department Donations Animal Services FY 19-20 Quarter 1 (Jul-Sept)					
Amounts Donated				New World Account Number	
Total Cash/Check Value:	\$	1,668.24		266-20-255-348.37200_000 - Animal Services Donations	
Total Property Value:		\$855.50			
Total combined Value:	\$	2,523.74			
Item Donated	Date	Value Monetary	Value Non-Monetary	Donor Name	Donor Address
Check	8/3/2019	\$ 1,124.24		Locke Brothers	2670 E Tuolumne Rd, Turlock, CA 95382
Dog Food	7/2/2019		\$ 15.00	Flor Estrada	P. O. Box 1337 Hilmar 95324
Dog Food	7/13/2019		\$ 5.00	anon	
Dog Food	7/17/2019		\$ 10.00	Robert Patten	1310 Noda st 95382
Dog Food	7/20/2019		\$ 33.00	Brian Bruha	327 Castile Ln 95380
Canned Food	7/24/2019		\$ 11.00	Karrie De Tomesi	2441 El Camino 95380
dog food and cat litter	7/31/2019		\$ 300.00	Hope rescue	
dog and kitten food	8/9/2019		\$ 120.00	FOTA	
dog food, canned food, cat litter, carrier, bed, toys	8/13/2019		\$ 38.00	ANON	
check	7/15/2019	\$ 30.00		Karen Peterson	10 Clear Water Ct. El Sobrante, CA 94803-2104
check	8/15/2019	\$ 514.00		city employees	city employees
food and treats	9/16/2019		\$ 32.50	Peggy Hoyle	350 Florence St. Turlock, CA 95380
food and treats	9/21/2019		\$ 41.00	Kathy Martinez	1421 Apple Lane, Turlock, CA 95382
blankets	9/13/2019		\$ 50.00	Polly Fisher	Acampo, CA
food and treats	9/21/2019		\$ 100.00	Sacred Heart 4-H	none provided
food and treats	9/26/2019		\$ 100.00	Walnut Elem. School	Turlock, CA

## Attachment B

Turlock Police Department Donations					
Blue Santa FY 19-20					
Quarter 1 (Jul - Sept)					
Amounts Donated				New World Account Number	
Total Cash/Check Value:	\$ 112.00			266-20-255-351.37200_003 - Blue Santa Donations	
Total Property Value:	\$ -				
Total combined Value:	\$ 112.00				
Item Donated	Date	Value Monetary	Value Non-Monetary	Donor Name	Donor Address
Check	8/28/2019	\$ 112.00		City of Turlock/Employees	244 N Broadway Ave Turlock CA, 95380

## Attachment C

Turlock Police Department Donations					
Explorers FY 19-20					
Quarter 1 (July - Sept)					
Amounts Donated				New World Account Number	
Total Cash/Check Value:	\$		5,500.00	266-20-255-356.35720 - Explorer Donations	
Total Property Value:	\$				
Total combined Value:	\$		5,500.00		
Item Donated	Date	Value Monetary	Value Non-Monetary	Donor Name	Donor Address
Check	7/23/2019	\$ 500.00		OW FOUNDATION INC	PO BOX 792, HUGHSON, CA 95326
Check	8/27/2019	\$ 5,000.00		Walmart	702 S. W Bth St. Bentonville AR 72716



Attachment D

Turlock Police Department Donations K9 FY 19-20 Quarter 1 (Jul-Sep)					
Amounts Donated				New World Account Number	
Total Cash/Check Value:	\$		-	266-20-255-346.37200_000 - K9 Donations	
Total Property Value:	\$		183.36		
Total combined Value:	\$		183.36		
Item Donated	Date	Value Monetary	Value Non-Monetary	Donor Name	Donor Address
Dog food (27.5lbs)	8/4/2019		\$ 91.68	Monte Vista Small Animal Hospital	901 E. MONTE VISTA VE, TURLOCK
Dog food (27.5lbs)	9/26/2019		\$ 91.68	Monte Vista Small Animal Hospital	901 E. MONTE VISTA VE, TURLOCK

## Attachment E

Turlock Police Department Donations National Night Out FY 19-20 Quarter 1 (July - Sept)					
Amounts Donated				New World Account Number	
Total Cash/Check Value:	\$ 850.00			266-20-255-351.37200_005 - National Night Out Donations	
Total Property Value:	\$ 560.00				
Total combined Value:	\$ 1,410.00				
Item Donated	Date	Value Monetary	Value Non-Monetary	Donor Name	Donor Address
Check	8/1/2019	\$ 250.00		Winton Ireland	
Chech #4310	8/1/2019	\$ 500.00		Rotary Club of Turlock	PO BOX 1713 Turlock, Ca 95381
50 Cases of Water	8/1/2019		\$ 150.00	Grocery Outlet	1330 W. Main St. Turlock, Ca 95381
Costco Gift Card	8/1/2019		\$ 50.00	Costco	2955 N. Tegner Rd Turlock, Ca 95380
15 Cases of Water	8/1/2019		\$ 45.00	Costless	255 W. Main St Turlock, Ca 95380
Hot Dogs	8/1/2019		\$ 50.00	Foster Farms	
Cookies	8/1/2019		\$ 150.00	Old Tyme Bakery	2225 Geer Rd Turlock, Ca 95380
Gift Card	8/1/2019		\$ 25.00	Dust Bowl Brewery	
Coupons	8/1/2019		\$ 40.00	Prime Shine	
Soda	8/1/2019		\$ 50.00	Pepsi Co.	
Check	8/7/2019	\$ 100.00		Hilmar Cheese Company	8901 North Lander Ave Hilmar, CA 9534

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# **City Council Staff Report**

**November 12, 2019**



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From: Ninus C. Amirfar, Chief of Police

Prepared by: Miguel Pacheco, Police Captain

Agendized by: Michael Cooke, Interim City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving modifications to the job description for the position of Crime Prevention Specialist, effective November 12, 2019

**2. SYNOPSIS:**

Approving modifications to the job description for Crime Prevention Specialist.

**3. DISCUSSION OF ISSUE:**

Staff has determined the need to update the job description of Crime Prevention Specialist. The revisions focus on the removal of all supervision and coordination duties relative to the Volunteers in Police Services (VIPS) program. These changes are reflected on Attachment A.

The Crime Prevention Specialist position is part of Turlock Associated Police Officers (TAPO). TAPO has reviewed and agree to the modifications being made to the job description of the position. Modifications to the job description have also been reviewed and approved by the Human Resources Division.

**4. BASIS FOR RECOMMENDATION:**

A. City Council approval is required for any new and/or modified job description.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

Fiscal Impact None

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

A. Council may choose not to approve modifications to the job descriptions.

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

<b>IN THE MATTER OF APPROVING</b>	}	<b>RESOLUTION NO. 2019-</b>
<b>MODIFICATIONS TO THE JOB DESCRIPTION</b>	}	
<b>FOR THE POSITION OF CRIME PREVENTION</b>	}	
<b>SPECIALIST, EFFECTIVE NOVEMBER 12, 2019</b>	}	
<hr style="width: 50%; margin-left: 0;"/>		

**WHEREAS**, modifications to the job description for Crime Prevention Specialist are needed specific to the removal of the supervision and coordination of the Volunteers in Police Services (VIPS) program; and

**WHEREAS**, the modifications are identified in Attachment A; and

**WHEREAS**, Turlock Associated Police Officers (TAPO) have reviewed and agree to the changes; and

**WHEREAS**, modifications to the job description have also been reviewed and approved by the Turlock City Employees Association and Human Resources Division.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve modifications to the job description for the position of Crime Prevention Specialist, effective November 12, 2019.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## **CRIME PREVENTION SPECIALIST**

### **DEFINITION**

The Crime Prevention Specialist performs a variety of non-sworn office and field duties to support the Police Department's Crime Prevention Programs and strategies; areas include the ~~Volunteers in Police Service (VIPS) program~~; crime prevention programs; business and residential security inspections and building and landscape design review; performs other job related duties as assigned.

This position is assigned to the Turlock Associated Police Officers (TAPO) bargaining unit for labor relations purposes and is subject to overtime assignments.

### **DISTINGUISHING CHARACTERISTICS**

The Crime Prevention Specialist is a non-sworn classification in the Police Department with a focus on proactive crime prevention, ~~and is responsible for the Volunteers in Police Service Program including recruiting, training, and scheduling volunteers in the performance of duties.~~

The Crime Prevention Specialist also develops and implements a variety of crime prevention programs, presentations and materials for businesses and the community, and performs services such as security inspections and reviewing building and landscape designs. Duties require the ability to schedule and monitor the work of others, excellent organization skills, independent initiative, good judgment, and the ability to manage simultaneous programs and assignments with close attention to deadlines.

The Crime Prevention Specialist is distinguished from the Community Service Officer in that the latter carries out assigned field and office law enforcement duties in the areas of traffic control, parking enforcement, preparing and processing reports and complaints, assisting with property and evidence, and may also assist in crime prevention activities. In contrast, the Crime Prevention Specialist is responsible for developing and implementing Crime Prevention programs and educational materials for businesses and the public; ~~recruiting, training and scheduling police service volunteers~~; and tracking and managing a variety of concurrent assignments.

Supervision is received from a Police Sergeant or Lieutenant. ~~The Crime Prevention Specialist provides lead/technical/functional supervision in recruiting, training,~~

~~scheduling and overseeing the work of police service volunteers, but is not responsible for hiring, discipline, grievances or formal performance evaluations.~~

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

- ~~• Recruit, train, schedule and supervise Police Service Volunteers, including developing, maintaining and presenting the Volunteers in Police Service Training Academy.~~
- Develop, implement and oversee a variety of crime and violence prevention programs and activities for businesses, children, the public, schools, organizations and interested individuals such as Neighborhood Watch, Business Watch, Child Safety, Citizens Academy, and Women's Safety.
- Prepare, maintain, and distribute crime prevention literature and materials for programs including flyers, brochures, visual displays and bulletin boards.
- Develop and make educational speeches and presentations on a variety of crime prevention topics for a variety of community and business audiences.
- Conduct residential and commercial security inspections; review blueprints for building and landscape designs to determine crime prevention concerns and make recommendations.
- Develop or assist with special community events; may provide traffic control assistance.
- Perform departmental administrative duties as assigned.
- Perform other duties as assigned.

**MINIMUM QUALIFICATIONS:**

**Knowledge of:**

- Crime prevention practices, methods and techniques.
- Public outreach, marketing and educational program development methods.
- Principles and techniques of public speaking and audience appropriate presentation design.
- Methods and techniques of design for informational materials such as flyers, brochures and visual displays.
- Techniques for effectively organizing and managing multiple schedules and projects.
- ~~• Methods and practices for effective supervision and employee training.~~
- Computer software programs required to perform job duties.

**Ability to:**

- Apply crime related statistics, information and crime prevention measures in the development of crime prevention and safety awareness informational and educational programs, seminars, meetings, and special events.

- Prepare and deliver effective audience appropriate oral presentations and programs using data, charts and graphs.
- Prepare written informational materials including brochures, flyers and other educational literature and materials.
- ~~Recruit, train and oversee the work of police service volunteers.~~
- Communicate clearly and effectively both orally and in writing.
- Plan and organize work to meet schedules and deadlines, assure efficient and timely completion of reports, projects, programs and activities, and manage multiple projects simultaneously; maintain accurate records and files.
- Read and interpret blueprints and permit applications for crime preventions purposes.
- Establish and maintain effective working relationships within the department and the community with individuals from diverse backgrounds.
- Represent the City and the Department in a variety of situations.

#### **EXPERIENCE AND EDUCATION:**

##### **Experience:**

One year of experience in the job classification of Community Service Officer I or II with the City of Turlock and off probation in that job classification;

**OR**

Two years of experience in a law enforcement related position equivalent to the Community Service Officer job classification;

**OR**

Two years' experience in any field which included ~~extensive~~ interaction with the public, developing informational materials, making presentations and managing multiple programs or projects.

##### **Education:**

- High School Diploma or G.E.D. and;
- Completion of thirty (30) units of college work in sociology, psychology, criminal justice, business administration, public administration, or related fields.
- Training in Crime Prevention in highly desirable.

#### **LICENSE OR CERTIFICATE**



**License:**

Possession of an appropriate, valid California driver's license at the time of appointment, to be maintained as a condition of continued employment.

**PHYSICAL REQUIREMENTS**

Maintain the following physical abilities: see well enough to read instructions; sufficient dexterity and hand-eye coordination to operate drafting and field surveying equipment; read fine print and view computer screens; hear well enough to converse on the telephone and in person; use of hands and fingers for use of computer keyboard, filing, writing and answering telephone; capable of clear speech; able to lift and carry objects weighing up to 40 pounds; climb stairs and ladders; stamina to work long hours and attend night meetings.

Established ~~11/2013~~ 11/12/2019

**Formatted:** Double underline, Font color: Blue

Reviewed and Approved:

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Personnel Officer

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Date



# **City Council Staff Report**

**November 12, 2019**

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From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

**1. ACTION RECOMMENDED:**

Resolution: Re-Appropriating unspent funds from Fiscal Year 2018-2019 in the amount of \$40,000 to account number 301-50-520.51300 "Construction Repairs/Improvements" from Fund 301 "Capital Improvements" unallocated reserves

**2. SYNOPSIS:**

Re-Appropriating \$40,000.00 to account number 301-50-520.51300 "Construction Repairs/Improvements" from Fiscal Year 2018-2019 unallocated reserves to the current Fiscal Year 2019-2020.

**3. DISCUSSION OF ISSUE:**

For Fiscal Year 2018-2019, Council approved a budget of \$115,000.00 in account number 301-50-520.51300 "Construction Repairs/Improvements". This included \$40,000.00 for a consultant to review the Columbia Pool facility for safety/ADA compliance. This consultant review was unable to be scheduled prior to the end of Fiscal Year 2018-2019. Parks, Recreation & Public Facilities staff have worked with Development Services on a plan to schedule this in Fiscal Year 2019-2020. The re-appropriation is needed to complete the assessment of the Columbia Pool facility.

**4. BASIS FOR RECOMMENDATION:**

- A. The re-appropriation is necessary to move the funds from Fiscal year 2018-2019 to Fiscal Year 2019-2020.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

No additional fiscal impact. Funds were already appropriated in Fiscal Year 2018-2019 and were unspent. This is simply moving the funds from unallocated reserves to current Fiscal Year 2019-2020, Account Number 301-50-520.51300 "Construction Repairs/Improvements."

**6. CITY MANAGER'S COMMENTS**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council could deny the re-appropriation of funds from Fiscal Year 2018-2019 to Fiscal Year 2019-2020. Staff does not recommend this as the re-appropriation is needed to move forward with the consultant of the Columbia Pool facility.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING	}	RESOLUTION NO. 2019-
UNSPENT FUNDS FROM FISCAL YEAR	}	
2018-2019 IN THE AMOUNT OF \$40,000 TO	}	
ACCOUNT NUMBER 301-50-520.51300	}	
"CONSTRUCTION REPAIRS/IMPROVEMENTS"	}	
FROM FUND 301 "CAPITAL IMPROVEMENTS"	}	
UNALLOCATED RESERVES	}	

---

**WHEREAS**, for Fiscal Year 2018-2019, Council approved a budget of \$115,000.00 for account number 301-50-520.51300 "Construction Repairs/Improvements"; and

**WHEREAS**, this included \$40,000.00 for a consultant to review the Columbia Pool facility for safety/ADA compliance; and

**WHEREAS**, this consultant review was not able to get scheduled prior to the end of Fiscal Year 2018-2019; however, Parks, Recreation & Public Facilities staff have worked with Development Services on a plan to schedule this in Fiscal Year 2019-2020; and

**WHEREAS**, the re-appropriation is needed to complete the assessment of the Columbia Pool facility.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby re-appropriate unspent funds from Fiscal Year 2018-2019 in the amount of \$40,000 to account number 301-50-520.51300 "Construction Repairs/Improvements" from Fund 301 "Capital Improvements" unallocated reserves.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

# City Council Staff Report

November 12, 2019



6X

From: Sarah Eddy, Human Resources Manager

Prepared by: Sarah Eddy, Human Resources Manager  
Jessie Dhami, Human Resources Analyst, Sr.

Agendized by: Michael I. Cooke, Interim City Manager

## 1. ACTION RECOMMENDED:

Resolution: Approving the Memorandums of Understanding ("MOU") between the City of Turlock and Turlock City Employees Association (hereinafter "TCEA"), Turlock Management Association- Public Safety (hereinafter "TMAPS"), and Unrepresented Employees (hereinafter "Management and Confidential") covering the period of July 1, 2019 through June 30, 2020

## 2. SYNOPSIS:

The City of Turlock ("City") has entered into Tentative Agreements to conclude labor negotiations for the 2019-2020 fiscal year with the following employee groups:

- Turlock City Employees Association (TCEA);
- Turlock Management Association – Public Safety (TMAPS);
- Management Employees; and
- Confidential Employees.

The City continues to negotiate and/or participate in impasse procedures with the following employee groups:

- Turlock Associated Police Officers (TAPO); and
- Turlock Firefighters, Local #2434 (Turlock Fire).

## 3. DISCUSSION OF ISSUE:

The current Memorandums of Understanding between the City and TCEA, TMAPS, TAPO, and Turlock Fire expired on June 30, 2019. The Schedules of Benefits between the City and the Management and Confidential groups also expired on June 30, 2019.

In or around May 2019, the City began labor negotiations with each of the employee groups in an effort to reach successor agreements. As referenced above, the City has entered into tentative agreements for successor MOUs with the TCEA, TMAPS, Management, and Confidential groups. The City continues to negotiate and/or participate in impasse procedures with the TAPO and Turlock Fire groups.

***Key Highlights of the Proposed MOUs are summarized below:***

- Change in Health Benefits: The tentative agreements include a change in plan design related to Health Benefits. However, in order to implement the health benefit changes set forth in the tentative agreements referenced above, all employee groups must reach agreement on the changes. Because the City has not yet reached agreement with two (2) bargaining groups, implementation of the health and welfare benefit changes will not occur until such time the labor negotiation process is completed.
- Deferred Compensation: The implementation of the negotiated Deferred Compensation In Lieu of Health Benefits changes set forth in the tentative agreements will also not occur until such time the labor negotiation process is completed with the two (2) outstanding bargaining groups.
- Holiday Time and other terms: Other terms of the Tentative Agreements shall be implemented including the "in lieu" holiday time applicable to the TCEA, Management, and Confidential employee groups. As referenced in the Tentative Agreements, the "in lieu" holiday time will be taken as follows: December 23, 24, 26, 27, and 30, 2019. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 31, 2019. Employees who cannot be excused for a short period of time for public safety or City operational reasons, as determined by the Department Director, will have "in-lieu" time credited on December 31, 2019, to be taken prior to December 31, 2020. Time off in-lieu is "use or lose" with no cash value.

The Tentative Agreements are subject to approval by the City Council before their terms go into effect. The City is informed that each of the bargaining groups that entered into the Tentative Agreements referenced herein have ratified the agreements.

**4. BASIS FOR RECOMMENDATION:**

- A. The City's negotiators have received guidance and tentative approval from the City Council throughout the negotiation process with these groups.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** Fiscal impact will be detailed in the mid-year budget.

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council may choose to direct staff to return to the bargaining table to negotiate more acceptable terms and conditions. However, staff does not recommend alternatives since the negotiated terms and agreement meet the parameters set forth by the Council.

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

<b>IN THE MATTER OF ADOPTING A</b>	}	<b>RESOLUTION NO. 2019-</b>
<b>RESOLUTION APPROVING THE</b>	}	
<b>MEMORANDUMS OF UNDERSTANDING</b>	}	
<b>BETWEEN THE CITY OF TURLOCK AND</b>	}	
<b>TURLOCK CITY EMPLOYEES ASSOCIATION</b>	}	
<b>(HEREINAFTER "TCEA"), TURLOCK</b>	}	
<b>MANAGEMENT ASSOCIATION-PUBLIC</b>	}	
<b>SAFETY (HEREINAFTER "TMAPS"), AND</b>	}	
<b>UNREPRESENTED EMPLOYEES</b>	}	
<b>(HEREINAFTER "MANAGEMENT AND</b>	}	
<b>CONFIDENTIAL") COVERING THE PERIOD</b>	}	
<b>OF JULY 1, 2019 THROUGH JUNE 30, 2020</b>	}	
	}	

---

**WHEREAS**, the City of Turlock and the TCEA, TMAPS, Management, and Confidential employee groups each entered into tentative agreements for successor Memorandums of Understanding ("MOU") concluding labor negotiations for the 2019-2020 fiscal year; and

**WHEREAS**, the Tentative Agreements include a change in plan design related to Health Benefits, which will be implemented after the completion of the labor negotiation process with the Turlock Police Officers Association and the Turlock Fire, Local #2434; and

**WHEREAS**, the Tentative Agreements also include changes related to Deferred Compensation In Lieu of Health Benefits, which will be implemented after the completion of the labor negotiation process with the Turlock Police Officers Association and the Turlock Fire, Local #2434; and

**WHEREAS**, the City continues to negotiate and/or participate in impasse procedures with the Turlock Associated Police Officers and Turlock Fire, Local #2434 groups; and

**WHEREAS**, other terms and conditions of employment set forth in the Tentative Agreements reached with the TCEA, TMAPS, Management, and Confidential groups are subject to implementation upon ratification by the City of Turlock City Council and each of the bargaining units.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the Memorandums of Understanding ("MOU") between the City of Turlock and Turlock City Employees Association (hereinafter "TCEA"), Turlock Management Association- Public Safety (hereinafter "TMAPS"), and Unrepresented Employees (hereinafter "Management and Confidential") covering the period of July 1, 2019 through June 30, 2020.



**BE IT FURTHER RESOLVED** that the implementation of the Health Benefit plan design and Deferred Compensation In Lieu of Health Benefits changes will not occur until such time the labor negotiation process is completed with the TAPO and Turlock Fire groups.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

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

**CITY OF TURLOCK  
AND  
TURLOCK CITY EMPLOYEES ASSOCIATION  
2019-2020 SUCCESSOR MOU LABOR NEGOTIATIONS**

October 14, 2019

Turlock City Employees Association ("TCEA") and the City of Turlock ("City"), having met and conferred in good faith for terms of a successor Memorandum of Understanding ("MOU"), enter into this tentative agreement. All current TCEA MOU language will remain the same except as modified below. The tentative agreement is subject to ratification by TCEA members and approval of the City Council. Representatives of the City and TCEA agree to recommend ratification and approval of this tentative agreement to their principals.

**1:00 TERM OF AGREEMENT**

July 1, 2019 to June 30, 2020

**13:00 INSURANCE**

**13:01 Health, Dental & Vision Benefits**

1. The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependents through a self-funded plan or a fully funded insurance plan.
2. The City agrees to pay the full premium for each covered employee and their dependents for health, dental and vision insurance.
3. Effective January 1, 2020, or as soon as administratively feasible thereafter, eligible employees will be provided with the option of participating in either of the following health plans:
  - A. PPO Plan attached hereto as Exhibit A (i.e., \$250/\$500 deductible with \$2,500/\$5,000 annual out-of-pocket maximum); or,
  - B. HDHP/HSA attached hereto as Exhibit B (i.e., \$1,350/\$2,700 deductible with \$3,000/\$6,000 annual out-of-pocket maximum).
4. The City reserves the right to provide health benefits through a self-funded plan or stand-alone insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances, subject to applicable meeting and conferring requirements under the Meyers-Milias-Brown Act:
  - A. The plan imposes exorbitant costs upon the City.
  - B. The health care carrier refuses to provide services to the City.
  - C. The health care provider no longer offers the services; or
  - D. The health plan is discontinued.

### 13.02 Deferred Compensation Contribution In Lieu of Health Benefits

1. Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner or parent coverage acceptable to the City shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute \$475 per month to the employee's deferred compensation account for those employees not electing City health insurance.
2. Employees who wish to drop the City's plan must do so during the open enrollment period and must present a certificate of insurance coverage through their spouse or registered domestic partner or parent employers' plan. Employees who wish to be re-enrolled in the City's plan at any time other than the open enrollment period may do so only as a result of loss of spousal or domestic partner or parent employers' coverage due to a change in life status (death, divorce, termination of employment, etc.). Normal waiting provisions for coverage shall otherwise apply.
- ~~4. Employees who are covered by an alternate health insurance provider through spousal coverage acceptable to the City shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute fifty percent (50%) of the premium cost to the employee's deferred compensation account for those employees not electing City health insurance.~~

### ~~13.02 Collaborative Health Care Bargaining~~

~~TCEA and the City recognize the need to implement a new health care system and that the goal is to design a less expensive health care plan by July 1, 2019 and 100% of the savings, as determined during the collaborative bargaining process, will be given back to the employees in a manner determined during the collaborative bargaining process.~~

~~Following implementation of a new health care system, and upon the commencement of successor MOU negotiations thereafter, the City and TCEA agree to further consider and discuss the Citywide Total Compensation Study from Cooperative Personnel Services (CPS) HR Consulting.~~

### 27.00 HOLIDAYS

The City agrees to provide 40 hours of "in-lieu" time off in 2019-2020 ~~2018-2019~~. "In-lieu" time will be taken as follows:

December 23, 24, 26, 27, and 30, 2019. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 31, 2019.

~~December 26, 27, 28, 31, 2018, and January 2, 2019. The floating holiday designated as the day before or after Christmas or New Year's Day will be taken on December 24, 2018.~~

Employees who cannot be excused for a short period of time for public safety or City operational reasons, as determined by the Department Director, will have "in-lieu" time credited on December 31, ~~2019~~ 2018, to be taken prior to December 31, ~~2020~~ 2019. Time off in-lieu is "use or lose" with no cash value.

#### **15:00 DONATION OF ACCRUED TIME**

1. The City agrees to allow employees to donate their vacation and/or sick leave to fellow employees who have incurred catastrophic, (i.e. life threatening) illnesses or injuries and do not have sufficient time on the books to carry them through the waiting period to qualify for long term disability payments. Such cases must be approved by the City Manager. The decision of the City Manager shall be final and binding and not subject to the grievance procedure.
2. The City agrees to allow employees to donate their vacation and/or sick time to fellow employees who must care for an immediate family member who has incurred catastrophic (i.e. life threatening) illnesses or injuries. Such cases must be approved by the City Manager. The decision of the City Manager shall be final and binding and not subject to the grievance procedure.
3. ~~Employees who donate sick leave must do so at a conversion rate of 2 to 1; (i.e., four (4) hours credited for every eight (8) hours of sick leave donated — s~~Such donations will not count towards utilization of sick leave sell-back in December). A maximum of eight (8) hours sick leave may be donated.
4. Employee's immediate family is defined in Section 26:06.

#### **PROPOSED OUTSOURCING OF ENGINEERING TECHNICIANS**

The City and TCEA will continue to meet and confer regarding the City's proposal to eliminate the Engineering Technician series of positions, outsource that bargaining unit work to one or more private contractor(s), and layoff incumbent(s) occupying those positions according to the established layoff procedure. The City and TCEA will endeavor to reach an agreement on this subject to be memorialized in a letter of understanding separate from the TCEA MOU.

#### **PARITY**

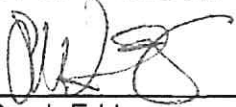
In the event another employee group/bargaining unit receives more generous health benefits, other economic enhancement(s) not already received by TCEA, or a reduced form of concessions, the City agrees to provide the same or equivalent to TCEA. This parity clause is only applicable to the parties' 2019-2020 labor negotiations.

**EXHIBITS A and B**


*[Exhibits A and B as provided by the City to TCEA by City on September 11, 2019, attached.]*

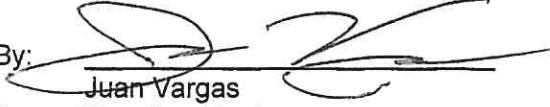
IN WITNESS WHEREOF, the parties hereto have executed this tentative agreement at Turlock, California, on behalf of their principals and subject to ratification by TCEA members and approval of the City Council.

**FOR CITY OF TURLOCK**

By:   
Sarah Eddy  
Its: Human Resources Manager


**FOR TURLOCK CITY EMPLOYEES ASSN**

By:   
Mike Murphy  
Its: President

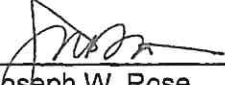
By:   
Juan Vargas  
Its: Vice President

*Approved as to form:*

**Atkinson, Andelson, Loya, Ruud & Romo**

By:   
Kevin R. Dale  
Attorney for City

**Rose Law APC**

By:   
Joseph W. Rose  
Attorney for TCEA

# Exhibit A

## City of Turlock

*\$250 / \$500 deductible  
\$2,500 / \$5,000 out of pocket*

## Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: adds deductible of \$250 for single enrollee, not to exceed \$500 family*

The City of Turlock Health Benefits Plan believes this coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (PPACA). As permitted by PPACA, the grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the PPACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in PPACA (i.e. the elimination of lifetime limits on benefits). Contact the Plan Administrator at 209.668.5540 if you have questions.

The co-pay stated below represents the patient's co-pay at the time of service.

	Proposed In-Network	Proposed Out-of-Network
<b>Lifetime Maximum Benefit per Person</b>	Unlimited lifetime benefits	
<b>Deductible<sup>1</sup></b>		
Individual	\$250	\$400
Family	\$500	\$800
<b>Co-insurance Percentage</b>	10%	40%
<b>Out of pocket maximum<sup>2</sup></b>		
Individual	\$2,500	\$5,000 <sup>2</sup>
Family	\$5,000	\$10,000 <sup>2</sup>
<b>Office visits (primary or specialist)</b>	\$20 per visit; deductible waived	40% after deductible
<b>Well baby care<sup>3</sup></b>	No charge	Not covered
<b>Preventive Care<sup>3</sup></b>	No charge	Not covered
<b>Urgent Care Visit</b>	\$25 per visit; deductible waived	40% after deductible
<b>Minor surgery in doctor's office</b>	10% after deductible	40% after deductible
<b>Other Physician Services</b>	10% after deductible	40% after deductible
<b>Outpatient basic x-ray and lab</b>	\$15 per visit; deductible waived	40% after deductible
<b>Complex imaging (i.e. MRI, CT Scan)</b>	10% after deductible	40% after deductible
<b>Inpatient Hospital</b>	10% after deductible	40% after deductible
<b>Inpatient Hospital Visit by Physician</b>	10% after deductible	40% after deductible
<b>Maternity coverage</b>	Same as any other illness	Same as any other illness
<b>Hospital Emergency Room</b>	\$150/visit + 10% after deductible (copay waived if admitted)	
<b>Ambulance</b>	10% after deductible	10% after deductible
<b>Home Health Care (100/visits per year)</b>	10% after deductible	40% after deductible
<b>Hospice Care</b>	10% after deductible	40% after deductible
<b>Rehabilitation services</b> (physical therapy, occupational, cardiac, speech and pulmonary)	10% after deductible; 12 visit combined max per plan year; add'l visits require pre-auth	40% after deductible; 12 visit combined max per plan year; add'l visits require pre-auth
<b>Outpatient Hospital or Surgery Center</b>	10% after deductible	40% after deductible
<b>Chiropractic coverage (26/visits per year)</b>	\$20 per visit, deductible waived	40% after deductible
<b>Skilled Nursing Facility</b> (120 days/confinement per year)	10% after deductible	40% after deductible
<b>Outpatient Mental/substance abuse</b>	\$20 per visit; deductible waived	40% after deductible

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.

# Exhibit A

## City of Turlock

**\$250 / \$500 deductible**  
**\$2,500 / \$5,000 out of pocket**

## Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

**Proposed Option: adds deductible of \$250 for single enrollee, not to exceed \$500 family**

The City of Turlock Health Benefits Plan believes this coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (PPACA). As permitted by PPACA, the grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the PPACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in PPACA (i.e. the elimination of lifetime limits on benefits). Contact the Plan Administrator at 209.668.5540 if you have questions.

The co-pay stated below represents the patient's co-pay at the time of service.

	Proposed In-Network	Proposed Out-of-Network
<b>Inpatient Mental/substance abuse</b>	10% after deductible	40% after deductible
<b>Durable Medical Equipment</b>	10% after deductible	40% after deductible
<b>Prescriptions at the Pharmacy (34-day supply)</b>		
Generic Prescriptions	\$10 co-pay	For Rx, you must pay and get reimbursed if you use an out of network provider. Penalty may apply, depending on the medication.
Preferred Brand Name	\$25 co-pay	
Non-preferred Brand Name	\$40 co-pay	
<b>Mail-Order Prescription Drugs (120-day supply)</b>		Mail order only available through a participating mail order provider
Generic Prescriptions	\$10 co-pay	
Preferred Brand Name	\$25 co-pay	
Non-preferred Brand Name	\$40 co-pay	

**The participating provider network may change; the provider network TBD and communicated to all covered.**

### 4-tier premium rates by plan:

#### Medical plan

Employee only	\$780.85
Employee/spouse	\$1,639.79
Employee/child(ren)	\$1,483.62
Family	\$2,537.77

#### Dental plan

Employee only	\$37.74
Employee/spouse	\$77.36
Employee/child(ren)	\$64.15
Family	\$121.60

#### Vision plan

Employee only	\$12.61
Employee/spouse	\$20.17
Employee/child(ren)	\$20.60
Family	\$33.20



# City of Turlock

## Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

Footnotes - apply to all plan designs

<sup>1</sup> **Proposed family deductible:** deductible are applied to single individuals up to the stated maximum per person/per family. One person in a family must meet their deductible outright. The remainder of the covered family members can collectively meet the family maximum deductible for the remainder of the plan year. This will follow ACA guidelines.

<sup>2</sup> **Proposed family out-of-pocket maximum:** one person will meet their individual stated out of pocket maximum. Once one out of pocket limit is met for that one individual, the remainder of the covered family members all contribute to the family out of pocket maximum limit, up to the stated limit for the remainder of the plan year. This will follow ACA guidelines. Out of network benefit limited to what the plan would normally pay a PPO provider; any "balance billing" will have no plan limit.

<sup>3</sup> Current grandfathered plan includes the following preventive care visits: Annual well women GYN exam and Pap smear; annual prostate exam and prostate specific antigen test (PSA) for a male age 50 or older; mammograms for breast cancer screening at the following ages/frequencies: a baseline mammogram for a woman age 35-39; a mammogram every 2 years for a woman age 40-49, or more frequently if recommended by a Physician; an annual mammogram for a woman age 50 or older; periodic well child checkups and immunizations for a covered Dependent child during the child's first 2 years of life.

<sup>4</sup> Under the grandfathered plan, co-pays and co-insurance for mental health and substance abuse do not apply to the out of pocket maximum.

<sup>5</sup> When adding preventive care, this will be added per ACA Guidelines.

Employees must choose a primary care physician within the network of preferred providers. Outcomes are far superior when the patient has an established relationship with a primary care physician. You must work with your doctor and confirm the doctor's office is reaching out to medical management team (from the back of your card) for any pre-authorizations or medical management provided by the Plan. Failure to obtain pre-authorization for some services will result in a penalty of 50%.



# City of Turlock

## Proposed Preventive Care Benefits

Plan Year 7/1/2019 thru 6/30/2020



### Preventive Care for Children (birth to 18 years)

#### Physical exams

- Newborn screenings
- Vision screening
- Hearing screening
- Developmental and behavioral assessments
- Oral health assessment
- Screening for lead exposure
- Hemoglobin or hematocrit (blood count)
- Blood pressure
- Height, weight and body mass index (BMI)
- Cholesterol and lipid level screening
- Screening for depression
- Screening and counseling for obesity
- Behavioral counseling to promote a healthy diet
- Screening for sexually transmitted infections
- Pelvic exam and Pap test, including screening for cervical cancer

#### Immunizations:

- Hepatitis A & B
- Diphtheria, Tetanus, Pertussis
- Varicella (chicken pox)
- Influenza (flu)
- Pneumococcal (pneumonia)
- Human Papillomavirus (HPV)
- Haemophilus influenza type b (Hib)
- Polio
- Measles, Mumps, Rubella (MMR)
- Meningococcal (meningitis)
- Rotavirus

### Preventive Care for Adults (19 years and older)

#### Physical Exams

- Eye chart vision screening
- Hearing screening
- Cholesterol and lipid level screening
- Blood pressure
- Height, weight and BMI
- Screening for depression
- Diabetes screening
- Prostate cancer screening including digital rectal exam and PSA test
- Breast cancer screening, including exam and mammography
- Pelvic exam and Pap test, including screening for cervical cancer
- Screening for sexually transmitted infections
- HIV screening
- Bone density test to screen for osteoporosis
- Colorectal cancer screening including fecal occult blood test, barium enema, flexible sigmoidoscopy, screening colonoscopy and CT colonography (as appropriate)
- Aortic aneurysm screening (men)
- Screenings during pregnancy (including but not limited to, hepatitis, asymptomatic bacteremia, Rh incompatibility, syphilis, iron deficiency anemia, gonorrhea, chlamydia and HIV)

- Intervention services (includes counseling and education)
  - Screening and counseling for obesity
  - Genetic counseling for women with a family history of breast and/or ovarian cancer
  - Behavioral counseling to promote a healthy diet
  - Primary care intervention to promote breastfeeding
  - Counseling related to aspirin use for the prevention of cardiovascular disease (does not include coverage for aspirin)
  - Screening and behavioral counseling related to tobacco use
  - Screening and behavioral counseling related to alcohol misuse

#### Immunizations

- Hepatitis A & B
- Diphtheria, tetanus, pertussis
- Varicella (chicken pox)
- Influenza (flu)
- Pneumococcal (pneumonia)
- Human Papillomavirus (HPV)
- Measles, Mumps, Rubella (MMR)
- Meningococcal (meningitis)
- Zoster (shingles)

This list is not all inclusive. The U.S. Department of Health and Human Services has provided lists of preventive services that must be covered by most health insurance plans, as required by the ACA for non-grandfathered plans. Lists are available for adults, women, and children, as covered services depend on age/gender. Visit [www.hhs.gov/healthcare/facts/factsheets/2010/07/preventive-services-list.html](http://www.hhs.gov/healthcare/facts/factsheets/2010/07/preventive-services-list.html) for full lists of covered preventive care services.

EXHIBIT B

## City of Turlock

## Summary of Proposed High Deductible Plan Option

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: High Deductible Plan includes minimum deductible and out-of-pocket per IRS guidelines; all benefits subject to coinsurance until deductible is satisfied*

The City of Turlock Health Benefits Plan believes current coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (ACA). As permitted by ACA, a grandfathered health plan can preserve certain basic health coverage that was already in effect when the ACA was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the ACA that apply to other plans (i.e. the requirement for preventive health service without any cost share). However, grandfathered health plans must comply with certain other consumer protections in ACA (i.e. elimination of lifetime benefit limits). Contact the Plan Administrator at 209.668.5540 if you have questions.

The co-pay stated below represents the patient's co-pay at the time of service AFTER meeting the deductible.

	Current In-Network	Proposed In-Network
Lifetime Maximum Benefit per Person	Unlimited	Unlimited
Individual Deductible Limit <sup>1</sup>	None	\$1,350
Family Deductible Limit <sup>1</sup>	None	\$2,700
Co-insurance Percentage	Plan pays 100% in-network after co-pay	Plan pays 100% in-network after deductible and copay paid
Individual out of pocket maximum <sup>2</sup>	\$1,200 (hospital)	\$3,000
Family out of pocket maximum <sup>2</sup>	\$1,200 per person (hospital)	\$6,000
Funding related to an HSA Account	n/a	1/2 of deductible/funded quarterly (\$1,250 single / \$2,100 family) <sup>5</sup>
Office visits (primary or specialist)	\$20 per visit	\$20 after deductible
Well baby care <sup>3</sup>	\$20 per visit	No charge
Preventive Care <sup>3</sup>	\$20 per visit	No charge
Urgent Care Visit	\$25 per visit	\$20 after deductible
Minor surgery in doctor's office	\$20 per visit	\$20 after deductible
Other Physician Services	\$0 (plan pays 100%)	\$20 after deductible
Outpatient basic x-ray and lab	\$15 per visit	\$10 after deductible
Complex imaging (i.e. MRI, CT Scan)	\$15 per visit	\$25 after deductible
Inpatient Hospital	\$500 co-pay per admission	\$150 per admit after deductible
Inpatient Hospital Visit by Physician	\$0 (plan pays 100%)	\$20 after deductible
Maternity coverage	Same as any other illness	Same as any other illness
Hospital Emergency Room	\$150 per visit (copay waived if admitted)	\$150/visit after deductible
Ambulance	First \$50 per trip then 30%	\$50 copay after deductible
Home Health Care (100 visits/yr)	100%	\$0 after deductible
Hospice Care	100%	\$0 after deductible
Rehabilitation services (physical, occupational, cardiac, speech and pulmonary)	100%	\$20 after deductible
Outpatient Hospital or Surgery Center	\$250 co-pay per procedure	\$100 copay after deductible
Chiropractic coverage (26 visits/yr)	\$20 per visit	\$15 copay, 20 visits
Skilled Nursing Facility (120 days/confinement per year)	100%	\$200 copay after deductible
Outpatient Mental/substance abuse	\$20 per visit <sup>4</sup>	Same as any other illness
Inpatient Mental/substance abuse	20% <sup>4</sup>	Same as any other illness
Durable Medical Equipment	100%	\$20 after deductible
Prescription Drugs (pharmacy or mail). Dosage units vary by pharmacy or mail order		Plan deductible applies
Generic Prescriptions	\$10 co-pay	\$10 copay after deductible
Preferred Brand Name	\$25 co-pay	\$25 copay after deductible
Non-preferred Brand Name	\$40 co-pay	\$40 copay after deductible

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.

***4-tier premium rates by plan:***

**Medical plan**

Employee only	\$778.74
Employee/spouse	\$1,632.70
Employee/child(ren)	\$1,476.54
Family	\$2,525.08

**Dental plan**

Employee only	\$37.74
Employee/spouse	\$77.36
Employee/child(ren)	\$64.15
Family	\$121.60

**Vision plan**

Employee only	\$12.61
Employee/spouse	\$20.17
Employee/child(ren)	\$20.60
Family	\$33.20

# City of Turlock

## Summary of Proposed High Deductible Plan Option

Plan Year 7/1/2019 thru 6/30/2020

Footnotes - apply to all plan designs

<sup>1</sup> **Proposed family deductible:** deductibles are applied to single individuals up to the stated maximum per person/per family. One person in a family must meet their deductible outright. The remainder of the covered family members can collectively meet the family maximum deductible for the remainder of the plan year.

<sup>2</sup> **Proposed family out-of-pocket maximum:** one person will meet their individual stated out of pocket maximum. Once one out of pocket limit is met for that one individual, the remainder of the covered family members all contribute to the family out of pocket maximum limit, up to the stated limit for the remainder of the plan year.

<sup>3</sup> Current **grandfathered plan** includes the following preventive care visits: Annual well women GYN exam and Pap smear; annual prostate exam and prostate specific antigen test (PSA) for a male age 50 or older; mammograms for breast cancer screening at the following ages/frequencies: a baseline mammogram for a woman age 35-39; a mammogram every 2 years for a woman age 40-49, or more frequently if recommended by a Physician; an annual mammogram for a woman age 50 or older; periodic well child checkups and immunizations for a covered Dependent child during the child's first 2 years of life.

<sup>4</sup> Under the grandfathered plan, co-pays and co-insurance for mental health and substance abuse do not apply to the out of pocket maximum.

<sup>5</sup> **Under a high deductible health plan (HDHP) arrangement**, the minimum deductibles and out of pocket maximums are set and governed by the Internal Revenue Service (IRS). In addition, the plan can have no upfront benefits, other than preventive care, and all other services apply to the deductible. Copays are applicable after the plan deductible is satisfied and are payable up to the maximum out of pocket. Note that carriers will not allow more than 50% of the deductible funded by the employer. HSA setup and/or account fees are not included in this cost and are typically paid by the employee, paid directly out of their available account funds. Note that Teladoc doctor visit fee is \$40 until the deductible is met, as this is a benefit that cannot be "first dollar" according to IRS rules. After the deductible is met, copay would revert to \$0.

Employees must choose a primary care physician within the plan network. Outcomes are far superior when the patient has an established relationship with a primary care physician. You must work with your doctor and confirm the doctor's office is reaching out to the medical management provider at the time of the service. Failure to obtain pre-authorization for some services will result in a penalty of 50%.

**CITY OF TURLOCK  
TURLOCK MANAGEMENT ASSOCIATION – PUBLIC SAFETY  
2019-2020 SUCCESSOR MOU LABOR NEGOTIATIONS**

**TENTATIVE AGREEMENT**

September 12, 2019

The City of Turlock ("City") and the Turlock Management Association – Public Safety group hereby reach a tentative agreement related to successor MOU negotiations. The current language in the MOU shall remain the same except as reflected below.

**1:00 TERM OF AGREEMENT**

July 1, 2019 to June 30, 2020

**13:00 MEDICAL PLAN**

The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependents through a self-funded plan or a fully funded insurance plan.

**Effective on January 1, 2020, or as soon as administratively feasible thereafter, eligible employees will be provided with the option of participating in either of the following:**

**-EPO Plan attached hereto as Exhibit A (i.e., the \$250/\$500 Ded. - \$2,500/\$5,000 OOP plan); or,**

**-HDHP/HSA attached hereto as Exhibit B (i.e., the \$1,350/\$2,700 Ded. - \$3,000/\$6,000 OOP plan.**

**The City will pay 100% per employee/family of the applicable tiered rates for medical/dental/vision plans.**

The City reserves the right to provide health benefits through a self-funded plan or fully funded insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances:

- a. The plan imposes exorbitant costs upon the City;
- b. The health care carrier refuses to provide services to the City;
- c. The health care provider no longer offers the services; or
- d. The health plan is discontinued.

If the City discontinues use of any of the listed health care providers they will provide a health care provider with similar services.

### 13.01 Deferred Compensation In Lieu

Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner or parent coverage acceptable to the City, shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute \$475 per month to the employee's deferred compensation account for those employees not electing City health insurance.

Employees who wish to drop the City's plan must do so during the open enrollment period and must present a certificate of insurance coverage through their spouse or registered domestic partner or parent employers' plan. Employees who wish to be re-enrolled in the City's plan at any time other than the open enrollment period may do so only as a result of loss of spousal or domestic partner or parent employers' coverage due to a change in life status (death, divorce, termination of employment, etc.). Normal waiting provisions for coverage shall otherwise apply.

~~The City agrees to pay a maximum benefit per month for each employee family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for City sponsored EPO medical/dental/prescription/vision insurance plans during the term of this Agreement.~~

~~The City agrees to pay fifty percent (50%) of the cost of the above referenced health insurance monthly premium toward the employee's deferred compensation account provided the following criteria are met: —~~

- ~~• — Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance carrier through their spouse's employer acceptable to the City.~~
- ~~• — Election to receive in-lieu contribution can only occur during open enrollment period each June.~~
- ~~• — Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse.~~
- ~~• — Employees who wish to re-enroll in the City's health plan may do so under the following conditions:~~

~~a. loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation; or~~

~~b. during regular open enrollment period.~~

**13:01 Collaborative Health Care Bargaining**

~~TMAPS and the City recognize the need to implement a new health care system and that the goal is to design a less expensive health care plan by July 1, 2019 and 100% of the savings, as determined during the collaborative bargaining process, will be given back to the employees in a manner determined during the collaborative bargaining process.~~

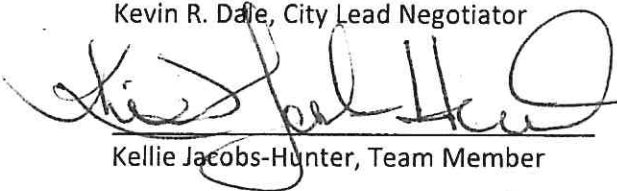
**PARITY**

In the event another employee group/bargaining unit receives more generous health benefits, other economic enhancement(s) not already received by the TMAPS group, or a reduced form of concessions, the City agrees to provide the same or equivalent to the TMAPS group. This parity clause is only applicable to the parties' 2019-2020 labor negotiations.

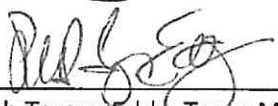
**ON BEHALF OF THE CITY**



Kevin R. Dale, City Lead Negotiator



Kellie Jacobs-Hunter, Team Member

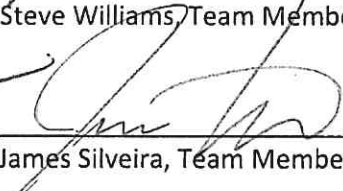


Sarah Tamey Eddy, Team Member

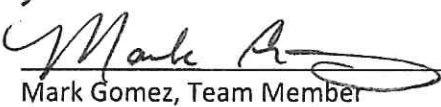
**ON BEHALF OF TMAPS**



Steve Williams, Team Member



James Silveira, Team Member



Mark Gomez, Team Member



# Exhibit A

## City of Turlock

### Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: adds deductible of \$250 for single enrollee, not to exceed \$500 family*

*\$250 / \$500 deductible  
\$2,500 / \$5,000 out of pocket*

The City of Turlock Health Benefits Plan believes this coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (PPACA). As permitted by PPACA, the grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the PPACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in PPACA (i.e. the elimination of lifetime limits on benefits). Contact the Plan Administrator at 209.668.5540 if you have questions.

The co-pay stated below represents the patient's co-pay at the time of service.

	Proposed In-Network	Proposed Out-of-Network
<b>Lifetime Maximum Benefit per Person</b>	Unlimited lifetime benefits	
<b>Deductible<sup>1</sup></b>		
Individual	\$250	\$400
Family	\$500	\$800
<b>Co-insurance Percentage</b>	10%	40%
<b>Out of pocket maximum<sup>2</sup></b>		
Individual	\$2,500	\$5,000 <sup>2</sup>
Family	\$5,000	\$10,000 <sup>2</sup>
<b>Office visits (primary or specialist)</b>	\$20 per visit; deductible waived	40% after deductible
<b>Well baby care<sup>3</sup></b>	No charge	Not covered
<b>Preventive Care<sup>3</sup></b>	No charge	Not covered
<b>Urgent Care Visit</b>	\$25 per visit; deductible waived	40% after deductible
<b>Minor surgery in doctor's office</b>	10% after deductible	40% after deductible
<b>Other Physician Services</b>	10% after deductible	40% after deductible
<b>Outpatient basic x-ray and lab</b>	\$15 per visit; deductible waived	40% after deductible
<b>Complex imaging (i.e. MRI, CT Scan)</b>	10% after deductible	40% after deductible
<b>Inpatient Hospital</b>	10% after deductible	40% after deductible
<b>Inpatient Hospital Visit by Physician</b>	10% after deductible	40% after deductible
<b>Maternity coverage</b>	Same as any other illness	Same as any other illness
<b>Hospital Emergency Room</b>	\$150/visit + 10% after deductible (copay waived if admitted)	
<b>Ambulance</b>	10% after deductible	10% after deductible
<b>Home Health Care (100/visits per year)</b>	10% after deductible	40% after deductible
<b>Hospice Care</b>	10% after deductible	40% after deductible
<b>Rehabilitation services (physical therapy, occupational, cardiac, speech and pulmonary)</b>	10% after deductible; 12 visit combined max per plan year; add'l visits require pre-auth	40% after deductible; 12 visit combined max per plan year; add'l visits require pre-auth
<b>Outpatient Hospital or Surgery Center</b>	10% after deductible	40% after deductible
<b>Chiropractic coverage (26/visits per year)</b>	\$20 per visit, deductible waived	40% after deductible
<b>Skilled Nursing Facility (120 days/confinement per year)</b>	10% after deductible	40% after deductible
<b>Outpatient Mental/substance abuse</b>	\$20 per visit; deductible waived	40% after deductible

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.



# Exhibit A

## City of Turlock

\$250 / \$500 deductible  
\$2,500 / \$5,000 out of pocket

## Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: adds deductible of \$250 for single enrollee, not to exceed \$500 family*

The City of Turlock Health Benefits Plan believes this coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (PPACA). As permitted by PPACA, the grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the PPACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in PPACA (i.e. the elimination of lifetime limits on benefits). Contact the Plan Administrator at 209.668.5540 if you have questions.

The co-pay stated below represents the patient's co-pay at the time of service.

	Proposed In-Network	Proposed Out-of-Network
<b>Inpatient Mental/substance abuse</b>	10% after deductible	40% after deductible
<b>Durable Medical Equipment</b>	10% after deductible	40% after deductible
<b>Prescriptions at the Pharmacy (34-day supply)</b>		
Generic Prescriptions	\$10 co-pay	For Rx, you must pay and get reimbursed if you use an out of network provider. Penalty may apply, depending on the medication.
Preferred Brand Name	\$25 co-pay	
Non-preferred Brand Name	\$40 co-pay	
<b>Mail-Order Prescription Drugs (120-day supply)</b>		
Generic Prescriptions	\$10 co-pay	Mail order only available through a participating mail order provider
Preferred Brand Name	\$25 co-pay	
Non-preferred Brand Name	\$40 co-pay	

The participating provider network may change; the provider network TBD and communicated to all covered.

### 4-tier premium rates by plan:

#### Medical plan

Employee only	\$780.85
Employee/spouse	\$1,639.79
Employee/child(ren)	\$1,483.62
Family	\$2,537.77

#### Dental plan

Employee only	\$37.74
Employee/spouse	\$77.36
Employee/child(ren)	\$64.15
Family	\$121.60

#### Vision plan

Employee only	\$12.61
Employee/spouse	\$20.17
Employee/child(ren)	\$20.60
Family	\$33.20

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.

## City of Turlock

### Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

Footnotes - apply to all plan designs

<sup>1</sup> **Proposed family deductible:** deductible are applied to single individuals up to the stated maximum per person/per family. One person in a family must meet their deductible outright. The remainder of the covered family members can collectively meet the family maximum deductible for the remainder of the plan year. This will follow ACA guidelines.

<sup>2</sup> **Proposed family out-of-pocket maximum:** one person will meet their individual stated out of pocket maximum. Once one out of pocket limit is met for that one individual, the remainder of the covered family members all contribute to the family out of pocket maximum limit, up to the stated limit for the remainder of the plan year. This will follow ACA guidelines. Out of network benefit limited to what the plan would normally pay a PPO provider; any "balance billing" will have no plan limit.

<sup>3</sup> Current grandfathered plan includes the following preventive care visits: Annual well women GYN exam and Pap smear; annual prostate exam and prostate specific antigen test (PSA) for a male age 50 or older; mammograms for breast cancer screening at the following ages/frequencies: a baseline mammogram for a woman age 35-39; a mammogram every 2 years for a woman age 40-49, or more frequently if recommended by a Physician; an annual mammogram for a woman age 50 or older; periodic well child checkups and immunizations for a covered Dependent child during the child's first 2 years of life.

<sup>4</sup> Under the grandfathered plan, co-pays and co-insurance for mental health and substance abuse do not apply to the out of pocket maximum.

<sup>5</sup> When adding preventive care, this will be added per ACA Guidelines.

Employees must choose a primary care physician within the network of preferred providers. Outcomes are far superior when the patient has an established relationship with a primary care physician. You must work with your doctor and confirm the doctor's office is reaching out to medical management team (from the back of your card) for any pre-authorizations or medical management provided by the Plan. Failure to obtain pre-authorization for some services will result in a penalty of 50%.

## City of Turlock

### Proposed Preventive Care Benefits

Plan Year 7/1/2019 thru 6/30/2020



#### Preventive Care for Children (birth to 18 years)

##### Physical exams

- Newborn screenings
- Vision screening
- Hearing screening
- Developmental and behavioral assessments
- Oral health assessment
- Screening for lead exposure
- Hemoglobin or hematocrit (blood count)
- Blood pressure
- Height, weight and body mass index (BMI)
- Cholesterol and lipid level screening
- Screening for depression
- Screening and counseling for obesity
- Behavioral counseling to promote a healthy diet
- Screening for sexually transmitted infections
- Pelvic exam and Pap test, including screening for cervical cancer

##### Immunizations:

- Hepatitis A & B
- Diphtheria, Tetanus, Pertussis
- Varicella (chicken pox)
- Influenza (flu)
- Pneumococcal (pneumonia)
- Human Papillomavirus (HPV)
- Haemophilus Influenzae type b (Hib)
- Polio
- Measles, Mumps, Rubella (MMR)
- Meningococcal (meningitis)
- Rotavirus

#### Preventive Care for Adults (19 years and older)

##### Physical Exams

- Eye chart vision screening
- Hearing screening
- Cholesterol and lipid level screening
- Blood pressure
- Height, weight and BMI
- Screening for depression
- Diabetes screening
- Prostate cancer screening including digital rectal exam and PSA test
- Breast cancer screening, including exam and mammography
- Pelvic exam and Pap test, including screening for cervical cancer
- Screening for sexually transmitted infections
- HIV screening
- Bone density test to screen for osteoporosis
- Colorectal cancer screening including fecal occult blood test, barium enema, flexible sigmoidoscopy, screening colonoscopy and CT colonography (as appropriate)
- Aortic aneurysm screening (men)
- Screenings during pregnancy (including but not limited to, hepatitis, asymptomatic bacteremia, Rh incompatibility, syphilis, iron deficiency anemia, gonorrhea, chlamydia and HIV)

- Intervention services (includes counseling and education)
  - Screening and counseling for obesity
  - Genetic counseling for women with a family history of breast and/or ovarian cancer
  - Behavioral counseling to promote a healthy diet
  - Primary care intervention to promote breastfeeding
  - Counseling related to aspirin use for the prevention of cardiovascular disease (does not include coverage for aspirin)
  - Screening and behavioral counseling related to tobacco use
  - Screening and behavioral counseling related to alcohol misuse

##### Immunizations

- Hepatitis A & B
- Diphtheria, tetanus, pertussis
- Varicella (chicken pox)
- Influenza (flu)
- Pneumococcal (pneumonia)
- Human Papillomavirus (HPV)
- Measles, Mumps, Rubella (MMR)
- Meningococcal (meningitis)
- Zoster (shingles)

This list is not all inclusive. The U.S. Department of Health and Human Services has provided lists of preventive services that must be covered by most health insurance plans, as required by the ACA for non-grandfathered plans. Lists are available for adults, women, and children, as covered services depend on age/gender. Visit [www.hhs.gov/healthcare/facts/factsheets/2010/07/preventive-services-list.html](http://www.hhs.gov/healthcare/facts/factsheets/2010/07/preventive-services-list.html) for full lists of covered preventive care services.

# EXHIBIT B

## City of Turlock

### Summary of Proposed High Deductible Plan Option

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: High Deductible Plan includes minimum deductible and out-of-pocket per IRS guidelines; all benefits subject to coinsurance until deductible is satisfied*

The City of Turlock Health Benefits Plan believes current coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (ACA). As permitted by ACA, a grandfathered health plan can preserve certain basic health coverage that was already in effect when the ACA was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the ACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in ACA (i.e. elimination of lifetime benefit limits). Contact the Plan Administrator at 209.668.5540 if you have questions. <sup>3</sup>

The co-pay stated below represents the patient's co-pay at the time of service AFTER meeting the deductible.

	Current In-Network	Proposed In-Network
Lifetime Maximum Benefit per Person	Unlimited	Unlimited
Individual Deductible Limit <sup>1</sup>	None	\$1,350
Family Deductible Limit <sup>1</sup>	None	\$2,700
Co-insurance Percentage	Plan pays 100% in-network after co-pay	Plan pays 100% in-network after deductible and copay paid
Individual out of pocket maximum <sup>2</sup>	\$1,200 (hospital)	\$3,000
Family out of pocket maximum <sup>2</sup>	\$1,200 per person (hospital)	\$6,000
Funding related to an HSA Account	n/a	1/2 of deductible/funded quarterly (\$1,250 single / \$2,100 family) <sup>5</sup>
Office visits (primary or specialist)	\$20 per visit	\$20 after deductible
Well baby care <sup>3</sup>	\$20 per visit	No charge
Preventive Care <sup>3</sup>	\$20 per visit	No charge
Urgent Care Visit	\$25 per visit	\$20 after deductible
Minor surgery in doctor's office	\$20 per visit	\$20 after deductible
Other Physician Services	\$0 (plan pays 100%)	\$20 after deductible
Outpatient basic x-ray and lab	\$15 per visit	\$10 after deductible
Complex imaging (i.e. MRI, CT Scan)	\$15 per visit	\$25 after deductible
Inpatient Hospital	\$500 co-pay per admission	\$150 per admit after deductible
Inpatient Hospital Visit by Physician	\$0 (plan pays 100%)	\$20 after deductible
Maternity coverage	Same as any other illness	Same as any other illness
Hospital Emergency Room	\$150 per visit (copay waived if admitted)	\$150/visit after deductible
Ambulance	First \$50 per trip then 30%	\$50 copay after deductible
Home Health Care (100 visits/yr)	100%	\$0 after deductible
Hospice Care	100%	\$0 after deductible
Rehabilitation services (physical, occupational, cardiac, speech and pulmonary)	100%	\$20 after deductible
Outpatient Hospital or Surgery Center	\$250 co-pay per procedure	\$100 copay after deductible
Chiropractic coverage (26 visits/yr)	\$20 per visit	\$15 copay, 20 visits
Skilled Nursing Facility (120 days/confinement per year)	100%	\$200 copay after deductible
Outpatient Mental/substance abuse	\$20 per visit <sup>4</sup>	Same as any other illness
Inpatient Mental/substance abuse	20% <sup>4</sup>	Same as any other illness
Durable Medical Equipment	100%	\$20 after deductible
Prescription Drugs (pharmacy or mail). Dosage units vary by pharmacy or mail order		Plan deductible applies
Generic Prescriptions	\$10 co-pay	\$10 copay after deductible
Preferred Brand Name	\$25 co-pay	\$25 copay after deductible
Non-preferred Brand Name	\$40 co-pay	\$40 copay after deductible

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.

***4-tier premium rates by plan:***

**Medical plan**

Employee only	\$778.74
Employee/spouse	\$1,632.70
Employee/child(ren)	\$1,476.54
Family	\$2,525.08

**Dental plan**

Employee only	\$37.74
Employee/spouse	\$77.36
Employee/child(ren)	\$64.15
Family	\$121.60

**Vision plan**

Employee only	\$12.61
Employee/spouse	\$20.17
Employee/child(ren)	\$20.60
Family	\$33.20

## City of Turlock

### Summary of Proposed High Deductible Plan Option

Plan Year 7/1/2019 thru 6/30/2020

Footnotes - apply to all plan designs

<sup>1</sup> **Proposed family deductible:** deductible are applied to single individuals up to the stated maximum per person/per family. One person in a family must meet their deductible outright. The remainder of the covered family members can collectively meet the family maximum deductible for the remainder of the plan year.

<sup>2</sup> **Proposed family out-of-pocket maximum:** one person will meet their individual stated out of pocket maximum. Once one out of pocket limit is met for that one individual, the remainder of the covered family members all contribute to the family out of pocket maximum limit, up to the stated limit for the remainder of the plan year.

<sup>3</sup> Current **grandfathered plan** includes the following preventive care visits: Annual well women GYN exam and Pap smear; annual prostate exam and prostate specific antigen test (PSA) for a male age 50 or older; mammograms for breast cancer screening at the following ages/frequencies: a baseline mammogram for a woman age 35-39; a mammogram every 2 years for a woman age 40-49, or more frequently if recommended by a Physician; an annual mammogram for a woman age 50 or older; periodic well child checkups and immunizations for a covered Dependent child during the child's first 2 years of life.

<sup>4</sup> Under the grandfathered plan, co-pays and co-insurance for mental health and substance abuse do not apply to the out of pocket maximum.

<sup>5</sup> **Under a high deductible health plan (HDHP) arrangement,** the minimum deductibles and out of pocket maximums are set and governed by the Internal Revenue Service (IRS). In addition, the plan can have no upfront benefits, other than preventive care, and all other services apply to the deductible. Copays are applicable after the plan deductible is satisfied and are payable up to the maximum out of pocket. Note that carriers will not allow more than 50% of the deductible funded by the employer. HSA setup and/or account fees are not included in this cost and are typically paid by the employee, paid directly out of their available account funds. Note that Teladoc doctor visit fee is \$40 until the deductible is met, as this is a benefit that cannot be "first dollar" according to IRS rules. After the deductible is met, copay would revert to \$0.

Employees must choose a primary care physician within the plan network. Outcomes are far superior when the patient has an established relationship with a primary care physician. You must work with your doctor and confirm the doctor's office is reaching out to the medical management provider at the time of the service. Failure to obtain pre-authorization for some services will result in a penalty of 50%.

**CITY OF TURLOCK  
MANAGEMENT GROUP  
2019-2020 SUCCESSOR SOB LABOR NEGOTIATIONS**

**TENTATIVE AGREEMENT**

September 16, 2019

The City of Turlock ("City") and the Management Employees group hereby reach a tentative agreement related to discussions regarding the Schedule of Benefits and Plans and Policies. The current language in the Schedule of Benefit Plans and Policies shall remain the same except as reflected below.

**1:00    TERM OF AGREEMENT**

July 1, 2019 to June 30, 2020

**4:00    MEDICAL PLAN**

**4:01    Health Benefits**

The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependents through a self-funded plan or a fully funded insurance plan.

**Effective on January 1, 2020, or as soon as administratively feasible thereafter, eligible employees will be provided with the option of participating in either of the following:**

**-EPO Plan attached hereto as Exhibit A (i.e., the \$250/\$500 Ded. - \$2,500/\$5,000 OOP plan); or,**

**-HDHP/HSA attached hereto as Exhibit B (i.e., the \$1,350/\$2,700 Ded. - \$3,000/\$6,000 OOP plan.**

**The City will pay 100% per employee/family of the applicable tiered rates for medical/dental/vision plans.**

The City reserves the right to provide health benefits through a self-funded plan or fully funded insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances:

- a.     The plan imposes exorbitant costs upon the City.
- b.     The health care carrier refuses to provide services to the City.
- c.     The health care provider no longer offers the services; or

- d. The health plan is discontinued.

If the City discontinues use of any of the listed health care providers they will provide a health care provider with similar services.

#### **4.02 Deferred Compensation In Lieu**

Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner or parent coverage acceptable to the City, shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute \$475 per month to the employee's deferred compensation account for those employees not electing City health insurance.

Employees who wish to drop the City's plan must do so during the open enrollment period and must present a certificate of insurance coverage through their spouse or registered domestic partner or parent employers' plan. Employees who wish to be re-enrolled in the City's plan at any time other than the open enrollment period may do so only as a result of loss of spousal or domestic partner or parent employers' coverage due to a change in life status (death, divorce, termination of employment, etc.). Normal waiting provisions for coverage shall otherwise apply.

- ~~1. The City agrees to pay a maximum benefit per month for each employee family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for City sponsored EPO medical/ dental/prescription/vision insurance plans during the term of this Resolution, effective 7/1/07.~~
- ~~2. The maximum City paid benefit per month for the plan year will be equal to the Turlock City Employees Association (TCEA) bargaining unit.~~
- ~~5. The City agrees to pay fifty percent (50%) of the cost of the above referenced health insurance monthly premium toward the employee's deferred compensation account provided the following criteria are met:~~
  - ~~• Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance carrier through their spouse's employer acceptable to the City.~~
  - ~~• Election to receive in-lieu contribution can only occur during open enrollment period each June.~~



~~• Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse. Employees who wish to re-enroll in the City's health plan may do so under the following conditions:~~

- ~~\_\_\_\_\_ a. loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation; or~~
- ~~\_\_\_\_\_ b. during regular open enrollment period.~~

~~6. The parties agree to the modification of the health care plan as recommended by the bargaining representatives set forth in Attachment E.~~

#### ~~4:02 Collaborative Health Care Bargaining~~

~~Management Employees and the City recognize the need to implement a new health care system and that the goal is to design a less expensive health care plan by July 1, 2019 and 100% of the savings, as determined during the collaborative bargaining process, will be given back to the employees in a manner determined during the collaborative bargaining process.~~

#### **11:00 HOLIDAYS**

[...]

17. Employees shall receive 40 hours of "in-lieu" time off. "In lieu" time shall be taken as follows:

**December 23, 24, 26, 27, 30, 2019. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 31, 2019.**

~~December 26, 27, 28, 31, 2018 and January 2, 2019. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2018.~~

#### **PARITY**

In the event another employee group/bargaining unit receives more generous health benefits, other economic enhancement(s) not already received by the Management Group, or a reduced form of concessions, the City agrees to provide the same or equivalent to the Management

Group. This parity clause is only applicable to the parties' 2019-2020 labor negotiations.

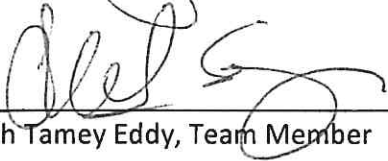
**ON BEHALF OF THE CITY**



Kevin R. Dale, City Lead Negotiator



Kellie Jacobs-Hunter, Team Member



Sarah Tamey Eddy, Team Member

**ON BEHALF OF MANAGEMENT GROUP**



Nathan Bray, Team Member



Erik Schulze, Team Member

# Exhibit A

## City of Turlock

\$250 / \$500 deductible  
\$2,500 / \$5,000 out of pocket

## Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: adds deductible of \$250 for single enrollee, not to exceed \$500 family*

The City of Turlock Health Benefits Plan believes this coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (PPACA). As permitted by PPACA, the grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the PPACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in PPACA (i.e. the elimination of lifetime limits on benefits). Contact the Plan Administrator at 209.668.5540 if you have questions.

The co-pay stated below represents the patient's co-pay at the time of service.

	Proposed In-Network	Proposed Out-of-Network
<b>Lifetime Maximum Benefit per Person</b>	Unlimited lifetime benefits	
<b>Deductible<sup>1</sup></b>		
Individual	\$250	\$400
Family	\$500	\$800
<b>Co-insurance Percentage</b>	10%	40%
<b>Out of pocket maximum<sup>2</sup></b>		
Individual	\$2,500	\$5,000 <sup>2</sup>
Family	\$5,000	\$10,000 <sup>2</sup>
<b>Office visits (primary or specialist)</b>	\$20 per visit; deductible waived	40% after deductible
<b>Well baby care<sup>3</sup></b>	No charge	Not covered
<b>Preventive Care<sup>3</sup></b>	No charge	Not covered
<b>Urgent Care Visit</b>	\$25 per visit; deductible waived	40% after deductible
<b>Minor surgery in doctor's office</b>	10% after deductible	40% after deductible
<b>Other Physician Services</b>	10% after deductible	40% after deductible
<b>Outpatient basic x-ray and lab</b>	\$15 per visit; deductible waived	40% after deductible
<b>Complex imaging (i.e. MRI, CT Scan)</b>	10% after deductible	40% after deductible
<b>Inpatient Hospital</b>	10% after deductible	40% after deductible
<b>Inpatient Hospital Visit by Physician</b>	10% after deductible	40% after deductible
<b>Maternity coverage</b>	Same as any other illness	Same as any other illness
<b>Hospital Emergency Room</b>	\$150/visit + 10% after deductible (copay waived if admitted)	
<b>Ambulance</b>	10% after deductible	10% after deductible
<b>Home Health Care (100/visits per year)</b>	10% after deductible	40% after deductible
<b>Hospice Care</b>	10% after deductible	40% after deductible
<b>Rehabilitation services</b> (physical therapy, occupational, cardiac, speech and pulmonary)	10% after deductible; 12 visit combined max per plan year; add'l visits require pre-auth	40% after deductible; 12 visit combined max per plan year; add'l visits require pre-auth
<b>Outpatient Hospital or Surgery Center</b>	10% after deductible	40% after deductible
<b>Chiropractic coverage (26/visits per year)</b>	\$20 per visit, deductible waived	40% after deductible
<b>Skilled Nursing Facility</b> (120 days/confinement per year)	10% after deductible	40% after deductible
<b>Outpatient Mental/substance abuse</b>	\$20 per visit; deductible waived	40% after deductible

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.

# Exhibit A

## City of Turlock

\$250 / \$500 deductible  
\$2,500 / \$5,000 out of pocket

## Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: adds deductible of \$250 for single enrollee, not to exceed \$500 family*

The City of Turlock Health Benefits Plan believes this coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (PPACA). As permitted by PPACA, the grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the PPACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in PPACA (i.e. the elimination of lifetime limits on benefits). Contact the Plan Administrator at 209.668.5540 if you have questions.

The co-pay stated below represents the patient's co-pay at the time of service.

	Proposed In-Network	Proposed Out-of-Network
<b>Inpatient Mental/substance abuse</b>	10% after deductible	40% after deductible
<b>Durable Medical Equipment</b>	10% after deductible	40% after deductible
<b>Prescriptions at the Pharmacy (34-day supply)</b>		
Generic Prescriptions	\$10 co-pay	For Rx, you must pay and get reimbursed if you use an out of network provider. Penalty may apply, depending on the medication.
Preferred Brand Name	\$25 co-pay	
Non-preferred Brand Name	\$40 co-pay	
<b>Mail-Order Prescription Drugs (120-day supply)</b>		Mail order only available through a participating mail order provider
Generic Prescriptions	\$10 co-pay	
Preferred Brand Name	\$25 co-pay	
Non-preferred Brand Name	\$40 co-pay	

The participating provider network may change; the provider network TBD and communicated to all covered.

### 4-tier premium rates by plan:

#### Medical plan

Employee only	\$780.85
Employee/spouse	\$1,639.79
Employee/child(ren)	\$1,483.62
Family	\$2,537.77

#### Dental plan

Employee only	\$37.74
Employee/spouse	\$77.36
Employee/child(ren)	\$64.15
Family	\$121.60

#### Vision plan

Employee only	\$12.61
Employee/spouse	\$20.17
Employee/child(ren)	\$20.60
Family	\$33.20

# City of Turlock

## Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

Footnotes - apply to all plan designs

<sup>1</sup> **Proposed family deductible:** deductibles are applied to single individuals up to the stated maximum per person/per family. One person in a family must meet their deductible outright. The remainder of the covered family members can collectively meet the family maximum deductible for the remainder of the plan year. This will follow ACA guidelines.

<sup>2</sup> **Proposed family out-of-pocket maximum:** one person will meet their individual stated out of pocket maximum. Once one out of pocket limit is met for that one individual, the remainder of the covered family members all contribute to the family out of pocket maximum limit, up to the stated limit for the remainder of the plan year. This will follow ACA guidelines. Out of network benefit limited to what the plan would normally pay a PPO provider; any "balance billing" will have no plan limit.

<sup>3</sup> Current grandfathered plan includes the following preventive care visits: Annual well women GYN exam and Pap smear; annual prostate exam and prostate specific antigen test (PSA) for a male age 50 or older; mammograms for breast cancer screening at the following ages/frequencies: a baseline mammogram for a woman age 35-39; a mammogram every 2 years for a woman age 40-49, or more frequently if recommended by a Physician; an annual mammogram for a woman age 50 or older; periodic well child checkups and immunizations for a covered Dependent child during the child's first 2 years of life.

<sup>4</sup> Under the grandfathered plan, co-pays and co-insurance for mental health and substance abuse do not apply to the out of pocket maximum.

<sup>5</sup> When adding preventive care, this will be added per ACA Guidelines.

Employees must choose a primary care physician within the network of preferred providers. Outcomes are far superior when the patient has an established relationship with a primary care physician. You must work with your doctor and confirm the doctor's office is reaching out to medical management team (from the back of your card) for any pre-authorizations or medical management provided by the Plan. Failure to obtain pre-authorization for some services will result in a penalty of 50%.

# City of Turlock

## Proposed Preventive Care Benefits

Plan Year 7/1/2019 thru 6/30/2020



### Preventive Care for Children (birth to 18 years)

#### Physical exams

- Newborn screenings
- Vision screening
- Hearing screening
- Developmental and behavioral assessments
- Oral health assessment
- Screening for lead exposure
- Hemoglobin or hemoglobin blood count
- Blood pressure
- Height, weight and body mass index (BMI)
- Cholesterol and lipid level screening
- Screening for depression
- Screening and counseling for obesity
- Behavioral counseling to promote a healthy diet
- Screening for sexually transmitted infections
- Pelvic exam and Pap test, including screening for cervical cancer

#### Immunizations:

- Hepatitis A & B
- Diphtheria, Tetanus, Pertussis
- Varicella (chicken pox)
- Influenza (flu)
- Pneumococcal (pneumonia)
- Human Papillomavirus (HPV)
- Haemophilus influenzae type b (Hib)
- Polio
- Measles, Mumps, Rubella (MMR)
- Meningococcal (meningitis)
- Rotavirus

### Preventive Care for Adults (19 years and older)

#### Physical Exams

- Eye chart/vision screening
- Hearing screening
- Cholesterol and lipid level screening
- Blood pressure
- Height, weight and BMI
- Screening for depression
- Diabetes screening
- Prostate cancer screening, including digital rectal exam and PSA test
- Breast cancer screening, including exam and mammography
- Pelvic exam and Pap test, including screening for cervical cancer
- Screening for sexually transmitted infections
- HIV screening
- Bone density test to screen for osteoporosis
- Colorectal cancer screening including fecal occult blood test, sigmoidoscopy, flexible sigmoidoscopy, screening colonoscopy and CT colonography, as appropriate
- Aortic aneurysm screening (men)
- Screenings during pregnancy (including but not limited to: hepatitis, asymptomatic bacteremia, Rh incompatibility, syphilis, iron deficiency anemia, gonorrhea, chlamydia and HIV)

- Intervention services, includes counseling and education:
  - Screening and counseling for obesity
  - Genetic counseling for women with a family history of breast and/or ovarian cancer
  - Behavioral counseling to promote a healthy diet
  - Primary care intervention to promote breastfeeding
  - Counseling related to aspirin use for the prevention of cardiovascular disease (does not include coverage for aspirin)
  - Screening and behavioral counseling related to tobacco use
  - Screening and behavioral counseling related to alcohol misuse

#### Immunizations

- Hepatitis A & B
- Diphtheria, tetanus, pertussis
- Varicella (chicken pox)
- Influenza (flu)
- Pneumococcal (pneumonia)
- Human Papillomavirus (HPV)
- Measles, Mumps, Rubella (MMR)
- Meningococcal (meningitis)
- Zoster (shingles)

This list is not all inclusive. The U.S. Department of Health and Human Services has provided lists of preventive services that must be covered by most health insurance plans, as required by the ACA for non-grandfathered plans. Lists are available for adults, women, and children, as covered services depend on age/gender. Visit [www.hhs.gov/healthcare/facts/factsheets/2010/07/preventive-services-list.html](http://www.hhs.gov/healthcare/facts/factsheets/2010/07/preventive-services-list.html) for full lists of covered preventive care services.

EXHIBIT B

## City of Turlock

## Summary of Proposed High Deductible Plan Option

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: High Deductible Plan includes minimum deductible and out-of-pocket per IRS guidelines; all benefits subject to coinsurance until deductible is satisfied*

The City of Turlock Health Benefits Plan believes current coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (ACA). As permitted by ACA, a grandfathered health plan can preserve certain basic health coverage that was already in effect when the ACA was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the ACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in ACA (i.e. elimination of lifetime benefit limits). Contact the Plan Administrator at 209.668.5540 if you have questions.<sup>3</sup>

The co-pay stated below represents the patient's co-pay at the time of service AFTER meeting the deductible.

	Current In-Network	Proposed In-Network
Lifetime Maximum Benefit per Person	Unlimited	Unlimited
Individual Deductible Limit <sup>1</sup>	None	\$1,350
Family Deductible Limit <sup>1</sup>	None	\$2,700
Co-insurance Percentage	Plan pays 100% in-network after co-pay	Plan pays 100% in-network after deductible and copay paid
Individual out of pocket maximum <sup>2</sup>	\$1,200 (hospital)	\$3,000
Family out of pocket maximum <sup>2</sup>	\$1,200 per person (hospital)	\$6,000
Funding related to an HSA Account	n/a	1/2 of deductible/funded quarterly (\$1,250 single / \$2,100 family) <sup>5</sup>
Office visits (primary or specialist)	\$20 per visit	\$20 after deductible
Well baby care <sup>3</sup>	\$20 per visit	No charge
Preventive Care <sup>3</sup>	\$20 per visit	No charge
Urgent Care Visit	\$25 per visit	\$20 after deductible
Minor surgery in doctor's office	\$20 per visit	\$20 after deductible
Other Physician Services	\$0 (plan pays 100%)	\$20 after deductible
Outpatient basic x-ray and lab	\$15 per visit	\$10 after deductible
Complex imaging (i.e. MRI, CT Scan)	\$15 per visit	\$25 after deductible
Inpatient Hospital	\$500 co-pay per admission	\$150 per admit after deductible
Inpatient Hospital Visit by Physician	\$0 (plan pays 100%)	\$20 after deductible
Maternity coverage	Same as any other illness	Same as any other illness
Hospital Emergency Room	\$150 per visit (copay waived if admitted)	\$150/visit after deductible
Ambulance	First \$50 per trip then 30%	\$50 copay after deductible
Home Health Care (100 visits/yr)	100%	\$0 after deductible
Hospice Care	100%	\$0 after deductible
Rehabilitation services (physical, occupational, cardiac, speech and pulmonary)	100%	\$20 after deductible
Outpatient Hospital or Surgery Center	\$250 co-pay per procedure	\$100 copay after deductible
Chiropractic coverage (26 visits/yr)	\$20 per visit	\$15 copay, 20 visits
Skilled Nursing Facility (120 days/confinement per year)	100%	\$200 copay after deductible
Outpatient Mental/substance abuse	\$20 per visit <sup>4</sup>	Same as any other illness
Inpatient Mental/substance abuse	20% <sup>4</sup>	Same as any other illness
Durable Medical Equipment	100%	\$20 after deductible
Prescription Drugs (pharmacy or mail). Dosage units vary by pharmacy or mail order		Plan deductible applies
Generic Prescriptions	\$10 co-pay	\$10 copay after deductible
Preferred Brand Name	\$25 co-pay	\$25 copay after deductible
Non-preferred Brand Name	\$40 co-pay	\$40 copay after deductible

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.

***4-tier premium rates by plan:***

**Medical plan**

Employee only	\$778.74
Employee/spouse	\$1,632.70
Employee/child(ren)	\$1,476.54
Family	\$2,525.08

**Dental plan**

Employee only	\$37.74
Employee/spouse	\$77.36
Employee/child(ren)	\$64.15
Family	\$121.60

**Vision plan**

Employee only	\$12.61
Employee/spouse	\$20.17
Employee/child(ren)	\$20.60
Family	\$33.20



# City of Turlock

## Summary of Proposed High Deductible Plan Option

Plan Year 7/1/2019 thru 6/30/2020

Footnotes - apply to all plan designs

<sup>1</sup> **Proposed family deductible:** deductible are applied to single individuals up to the stated maximum per person/per family. One person in a family must meet their deductible outright. The remainder of the covered family members can collectively meet the family maximum deductible for the remainder of the plan year.

<sup>2</sup> **Proposed family out-of-pocket maximum:** one person will meet their individual stated out of pocket maximum. Once one out of pocket limit is met for that one individual, the remainder of the covered family members all contribute to the family out of pocket maximum limit, up to the stated limit for the remainder of the plan year.

<sup>3</sup> Current **grandfathered plan** includes the following preventive care visits: Annual well women GYN exam and Pap smear; annual prostate exam and prostate specific antigen test (PSA) for a male age 50 or older; mammograms for breast cancer screening at the following ages/frequencies: a baseline mammogram for a woman age 35-39; a mammogram every 2 years for a woman age 40-49, or more frequently if recommended by a Physician; an annual mammogram for a woman age 50 or older; periodic well child checkups and immunizations for a covered Dependent child during the child's first 2 years of life.

<sup>4</sup> Under the grandfathered plan, co-pays and co-insurance for mental health and substance abuse do not apply to the out of pocket maximum.

<sup>5</sup> **Under a high deductible health plan (HDHP) arrangement,** the minimum deductibles and out of pocket maximums are set and governed by the Internal Revenue Service (IRS). In addition, the plan can have no upfront benefits, other than preventive care, and all other services apply to the deductible. Copays are applicable after the plan deductible is satisfied and are payable up to the maximum out of pocket. Note that carriers will not allow more than 50% of the deductible funded by the employer. HSA setup and/or account fees are not included in this cost and are typically paid by the employee, paid directly out of their available account funds. Note that Teladoc doctor visit fee is \$40 until the deductible is met, as this is a benefit that cannot be "first dollar" according to IRS rules. After the deductible is met, copay would revert to \$0.

Employees must choose a primary care physician within the plan network. Outcomes are far superior when the patient has an established relationship with a primary care physician. You must work with your doctor and confirm the doctor's office is reaching out to the medical management provider at the time of the service. Failure to obtain pre-authorization for some services will result in a penalty of 50%.

**CITY OF TURLOCK  
CONFIDENTIAL GROUP  
2019-2020 SUCCESSOR SOB LABOR NEGOTIATIONS**

**TENTATIVE AGREEMENT**

September 12, 2019

The City of Turlock ("City") and the Confidential Employees group hereby reach a tentative agreement related to discussions regarding the Schedule of Benefit Plans and Policies. The current language in the Schedule of Benefit Plans and Policies shall remain the same except as reflected below.

**TERM OF AGREEMENT**

July 1, 2019 to June 30, 2020

**4:00 MEDICAL PLAN**

**a) Health Benefits**

The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependents through a self-funded plan or a fully funded insurance plan.

**Effective on January 1, 2020, or as soon as administratively feasible thereafter, eligible employees will be provided with the option of participating in either of the following:**

**-EPO Plan attached hereto as Exhibit A (i.e., the \$250/\$500 Ded. - \$2,500/\$5,000 OOP plan); or,**

**-HDHP/HSA attached hereto as Exhibit B (i.e., the \$1,350/\$2,700 Ded. - \$3,000/\$6,000 OOP plan.**

**The City will pay 100% per employee/family of the applicable tiered rates for medical/dental/vision plans.**

The City reserves the right to provide health benefits through a self-funded plan or stand-alone insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances:

1. The plan imposes exorbitant costs upon the City.
2. The health care carrier refuses to provide services to the City.
3. The health care provider no longer offers the services; or

4. The health plan is discontinued.

If the City discontinues use of any of the listed health care providers they will provide a health care provider with similar services.

b) Deferred Compensation In Lieu

Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner or parent coverage acceptable to the City, shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute \$475 per month to the employee's deferred compensation account for those employees not electing City health insurance.

Employees who wish to drop the City's plan must do so during the open enrollment period and must present a certificate of insurance coverage through their spouse or registered domestic partner or parent employers' plan. Employees who wish to be re-enrolled in the City's plan at any time other than the open enrollment period may do so only as a result of loss of spousal or domestic partner or parent employers' coverage due to a change in life status (death, divorce, termination of employment, etc.). Normal waiting provisions for coverage shall otherwise apply.

~~The City agrees to pay the monthly premium for each employee family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for City-sponsored EPO medical/dental/prescription/vision insurance plans during the term of this Agreement, effective 7/1/07.~~

~~Employees who are covered by an alternate health insurance provider through spousal coverage, acceptable to the City, shall have the option to participate in the City's deferred compensation in-lieu program as established and administered by the City during the open enrollment period.~~

~~The City agrees to pay fifty percent (50%) of the cost of the above-referenced health insurance monthly premium toward the employee's deferred compensation account provided the following criteria are met:~~

~~Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance carrier through their spouse's employer acceptable to the City.~~

~~Election to receive in-lieu contribution can only occur during open enrollment period each June.~~

~~Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse. Employees who wish to re-enroll in the City's health plan may do so under the following conditions:~~

~~1) loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation, or~~

~~2) during regular open enrollment period.~~

e) ~~Re-enrollment~~

~~Employees who wish to re-enroll in the City's health plan may do so under the following conditions:~~

~~1) loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation, or~~

~~2) during regular open enrollment period.~~

~~Employees will not receive deferred compensation payments during the waiting period.~~

#### ~~4:01 Collaborative Health Care Bargaining~~

~~Confidential Employees and the City recognize the need to implement a new health care system and that the goal is to design a less expensive health care plan by July 1, 2019 and 100% of the savings, as determined during the collaborative bargaining process, will be given back to the employees in a manner determined during the collaborative bargaining process.~~

#### 11:00 HOLIDAYS

[...]

q) Employees shall receive 40 hours of "in-lieu" time off. "In lieu" time shall be taken as follows:

December 23, 24, 26, 27, 30, 2019. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 31, 2019.

~~December 26, 27, 28, 31, 2018 and January 2, 2019. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2018.~~

#### PARITY

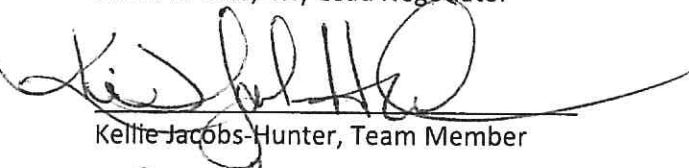
In the event another employee group/bargaining unit receives more generous health benefits, other economic enhancement(s) not already received by the Confidential Group, or a reduced

form of concessions, the City agrees to provide the same or equivalent to the Confidential Group. This parity clause is only applicable to the parties' 2019-2020 labor negotiations.


**ON BEHALF OF THE CITY**



Kevin R. Dale, City Lead Negotiator



Kellie Jacobs-Hunter, Team Member



Sarah Tamey Eddy, Team Member

**ON BEHALF OF CONFIDENTIAL EMPLOYEES**



Taryn Perry, Team Member



Allison Martin, Team Member

# Exhibit A

## City of Turlock

\$250 / \$500 deductible  
\$2,500 / \$5,000 out of pocket

## Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: adds deductible of \$250 for single enrollee, not to exceed \$500 family*

The City of Turlock Health Benefits Plan believes this coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (PPACA). As permitted by PPACA, the grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the PPACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in PPACA (i.e. the elimination of lifetime limits on benefits). Contact the Plan Administrator at 209.668.5540 if you have questions.

The co-pay stated below represents the patient's co-pay at the time of service.

	Proposed In-Network	Proposed Out-of-Network
<b>Lifetime Maximum Benefit per Person</b>	Unlimited lifetime benefits	
<b>Deductible<sup>1</sup></b>		
Individual	\$250	\$400
Family	\$500	\$800
<b>Co-insurance Percentage</b>	10%	40%
<b>Out of pocket maximum<sup>2</sup></b>		
Individual	\$2,500	\$5,000 <sup>2</sup>
Family	\$5,000	\$10,000 <sup>2</sup>
<b>Office visits (primary or specialist)</b>	\$20 per visit; deductible waived	40% after deductible
<b>Well baby care<sup>3</sup></b>	No charge	Not covered
<b>Preventive Care<sup>3</sup></b>	No charge	Not covered
<b>Urgent Care Visit</b>	\$25 per visit; deductible waived	40% after deductible
<b>Minor surgery in doctor's office</b>	10% after deductible	40% after deductible
<b>Other Physician Services</b>	10% after deductible	40% after deductible
<b>Outpatient basic x-ray and lab</b>	\$15 per visit; deductible waived	40% after deductible
<b>Complex imaging (i.e. MRI, CT Scan)</b>	10% after deductible	40% after deductible
<b>Inpatient Hospital</b>	10% after deductible	40% after deductible
<b>Inpatient Hospital Visit by Physician</b>	10% after deductible	40% after deductible
<b>Maternity coverage</b>	Same as any other illness	Same as any other illness
<b>Hospital Emergency Room</b>	\$150/visit + 10% after deductible (copay waived if admitted)	
<b>Ambulance</b>	10% after deductible	10% after deductible
<b>Home Health Care (100/visits per year)</b>	10% after deductible	40% after deductible
<b>Hospice Care</b>	10% after deductible	40% after deductible
<b>Rehabilitation services</b> (physical therapy, occupational, cardiac, speech and pulmonary)	10% after deductible; 12 visit combined max per plan year; add'l visits require pre-auth	40% after deductible; 12 visit combined max per plan year; add'l visits require pre-auth
<b>Outpatient Hospital or Surgery Center</b>	10% after deductible	40% after deductible
<b>Chiropractic coverage</b> (26/visits per year)	\$20 per visit, deductible waived	40% after deductible
<b>Skilled Nursing Facility</b> (120 days/confinement per year)	10% after deductible	40% after deductible
<b>Outpatient Mental/substance abuse</b>	\$20 per visit; deductible waived	40% after deductible

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.

# Exhibit A

## City of Turlock

\$250 / \$500 deductible  
\$2,500 / \$5,000 out of pocket

## Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: adds deductible of \$250 for single enrollee, not to exceed \$500 family*

The City of Turlock Health Benefits Plan believes this coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (PPACA). As permitted by PPACA, the grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the PPACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in PPACA (i.e. the elimination of lifetime limits on benefits). Contact the Plan Administrator at 209.688.5540 if you have questions.

The co-pay stated below represents the patient's co-pay at the time of service.

	Proposed In-Network	Proposed Out-of-Network
<b>Inpatient Mental/substance abuse</b>	10% after deductible	40% after deductible
<b>Durable Medical Equipment</b>	10% after deductible	40% after deductible
<b>Prescriptions at the Pharmacy (34-day supply)</b>		
Generic Prescriptions	\$10 co-pay	For Rx, you must pay and get reimbursed if you use an out of network provider. Penalty may apply, depending on the medication.
Preferred Brand Name	\$25 co-pay	
Non-preferred Brand Name	\$40 co-pay	
<b>Mail-Order Prescription Drugs (120-day supply)</b>		Mail order only available through a participating mail order provider
Generic Prescriptions	\$10 co-pay	
Preferred Brand Name	\$25 co-pay	
Non-preferred Brand Name	\$40 co-pay	

The participating provider network may change; the provider network TBD and communicated to all covered.

### 4-tier premium rates by plan:

#### Medical plan

Employee only	\$780.85
Employee/spouse	\$1,639.79
Employee/child(ren)	\$1,483.62
Family	\$2,537.77

#### Dental plan

Employee only	\$37.74
Employee/spouse	\$77.36
Employee/child(ren)	\$64.15
Family	\$121.60

#### Vision plan

Employee only	\$12.61
Employee/spouse	\$20.17
Employee/child(ren)	\$20.60
Family	\$33.20

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.



## City of Turlock

### Summary of PPO Plan Benefits

Plan Year 7/1/2019 thru 6/30/2020

Footnotes - apply to all plan designs

<sup>1</sup> **Proposed family deductible:** deductible are applied to single individuals up to the stated maximum per person/per family. One person in a family must meet their deductible outright. The remainder of the covered family members can collectively meet the family maximum deductible for the remainder of the plan year. This will follow ACA guidelines.

<sup>2</sup> **Proposed family out-of-pocket maximum:** one person will meet their individual stated out of pocket maximum. Once one out of pocket limit is met for that one individual, the remainder of the covered family members all contribute to the family out of pocket maximum limit, up to the stated limit for the remainder of the plan year. This will follow ACA guidelines. Out of network benefit limited to what the plan would normally pay a PPO provider; any "balance billing" will have no plan limit.

<sup>3</sup> Current grandfathered plan includes the following preventive care visits: Annual well women GYN exam and Pap smear; annual prostate exam and prostate specific antigen test (PSA) for a male age 50 or older; mammograms for breast cancer screening at the following ages/frequencies: a baseline mammogram for a woman age 35-39; a mammogram every 2 years for a woman age 40-49, or more frequently if recommended by a Physician; an annual mammogram for a woman age 50 or older; periodic well child checkups and immunizations for a covered Dependent child during the child's first 2 years of life.

<sup>4</sup> Under the grandfathered plan, co-pays and co-insurance for mental health and substance abuse do not apply to the out of pocket maximum.

<sup>5</sup> When adding preventive care, this will be added per ACA Guidelines.

Employees must choose a primary care physician within the network of preferred providers. Outcomes are far superior when the patient has an established relationship with a primary care physician. You must work with your doctor and confirm the doctor's office is reaching out to medical management team (from the back of your card) for any pre-authorizations or medical management provided by the Plan. Failure to obtain pre-authorization for some services will result in a penalty of 50%.



# City of Turlock

## Proposed Preventive Care Benefits

Plan Year 7/1/2019 thru 6/30/2020



### Preventive Care for Children (birth to 18 years)

#### Physical exams

- Newborn screenings
- Vision screening
- Hearing screening
- Developmental and behavioral assessments
- Oral health assessment
- Screening for lead exposure
- Hemoglobin or hematocrit (blood count)
- Blood pressure
- Height, weight and body mass index (BMI)
- Cholesterol and lipid level screening
- Screening for depression
- Screening and counseling for obesity
- Behavioral counseling to promote a healthy diet
- Screening for sexually transmitted infections
- Pelvic exam and Pap test, including screening for cervical cancer

#### Immunizations:

- Hepatitis A & B
- Diphtheria, Tetanus, Pertussis
- Varicella (chicken pox)
- Influenza (flu)
- Pneumococcal (pneumonia)
- Human Papillomavirus (HPV)
- Haemophilus Influenza type b (Hib)
- Polio
- Measles, Mumps, Rubella (MMR)
- Meningococcal (meningitis)
- Rotavirus

### Preventive Care for Adults (19 years and older)

#### Physical Exams

- Eye chart vision screening
- Hearing screening
- Cholesterol and lipid level screening
- Blood pressure
- Height, weight and BMI
- Screening for depression
- Diabetes screening
- Prostate cancer screening including digital rectal exam and PSA test
- Breast cancer screening, including exam and mammography
- Pelvic exam and Pap test, including screening for cervical cancer
- Screening for sexually transmitted infections
- HIV screening
- Bone density test to screen for osteoporosis
- Colorectal cancer screening including fecal occult blood test, barium enema, flexible sigmoidoscopy, screening colonoscopy and CT colonography (as appropriate)
- Aortic aneurysm screening (men)
- Screenings during pregnancy (including but not limited to, hepatitis, asymptomatic bacteremia, Rh incompatibility, syphilis, iron deficiency anemia, gonorrhea, chlamydia and HIV)

- Intervention services (includes counseling and education)
  - Screening and counseling for obesity
  - Genetic counseling for women with a family history of breast and/or ovarian cancer
  - Behavioral counseling to promote a healthy diet
  - Primary care intervention to promote breastfeeding
  - Counseling related to aspirin use for the prevention of cardiovascular disease (does not include coverage for aspirin)
  - Screening and behavioral counseling related to tobacco use
  - Screening and behavioral counseling related to alcohol misuse

#### Immunizations

- Hepatitis A & B
- Diphtheria, tetanus, pertussis
- Varicella (chicken pox)
- Influenza (flu)
- Pneumococcal (pneumonia)
- Human Papillomavirus (HPV)
- Measles, Mumps, Rubella (MMR)
- Meningococcal (meningitis)
- Zoster (shingles)

This list is not all inclusive. The U.S. Department of Health and Human Services has provided lists of preventive services that must be covered by most health insurance plans, as required by the ACA for non-grandfathered plans. Lists are available for adults, women, and children, as covered services depend on age/gender. Visit [www.hhs.gov/healthcare/facts/factsheets/2010/07/preventive-services-list.html](http://www.hhs.gov/healthcare/facts/factsheets/2010/07/preventive-services-list.html) for full lists of covered preventive care services.

# EXHIBIT B

## City of Turlock

### Summary of Proposed High Deductible Plan Option

Plan Year 7/1/2019 thru 6/30/2020

*Proposed Option: High Deductible Plan includes minimum deductible and out-of-pocket per IRS guidelines; all benefits subject to coinsurance until deductible is satisfied*

The City of Turlock Health Benefits Plan believes current coverage is a grandfathered health plan under the Patient Protection & Affordable Care Act (ACA). As permitted by ACA, a grandfathered health plan can preserve certain basic health coverage that was already in effect when the ACA was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the ACA that apply to other plans (i.e. the requirement for preventive health services without any cost share). However, grandfathered health plans must comply with certain other consumer protections in ACA (i.e. elimination of lifetime benefit limits). Contact the Plan Administrator at 209.668.5540 if you have questions.<sup>3</sup>

The co-pay stated below represents the patient's co-pay at the time of service AFTER meeting the deductible.

	Current In-Network	Proposed In-Network
Lifetime Maximum Benefit per Person	Unlimited	Unlimited
Individual Deductible Limit <sup>1</sup>	None	\$1,350
Family Deductible Limit <sup>1</sup>	None	\$2,700
Co-insurance Percentage	Plan pays 100% in-network after co-pay	Plan pays 100% in-network after deductible and copay paid
Individual out of pocket maximum <sup>2</sup>	\$1,200 (hospital)	\$3,000
Family out of pocket maximum <sup>2</sup>	\$1,200 per person (hospital)	\$6,000
Funding related to an HSA Account	n/a	1/2 of deductible/funded quarterly (\$1,250 single / \$2,100 family) <sup>5</sup>
Office visits (primary or specialist)	\$20 per visit	\$20 after deductible
Well baby care <sup>3</sup>	\$20 per visit	No charge
Preventive Care <sup>3</sup>	\$20 per visit	No charge
Urgent Care Visit	\$25 per visit	\$20 after deductible
Minor surgery in doctor's office	\$20 per visit	\$20 after deductible
Other Physician Services	\$0 (plan pays 100%)	\$20 after deductible
Outpatient basic x-ray and lab	\$15 per visit	\$10 after deductible
Complex imaging (i.e. MRI, CT Scan)	\$15 per visit	\$25 after deductible
Inpatient Hospital	\$500 co-pay per admission	\$150 per admit after deductible
Inpatient Hospital Visit by Physician	\$0 (plan pays 100%)	\$20 after deductible
Maternity coverage	Same as any other illness	Same as any other illness
Hospital Emergency Room	\$150 per visit (copay waived if admitted)	\$150/visit after deductible
Ambulance	First \$50 per trip then 30%	\$50 copay after deductible
Home Health Care (100 visits/yr)	100%	\$0 after deductible
Hospice Care	100%	\$0 after deductible
Rehabilitation services (physical, occupational, cardiac, speech and pulmonary)	100%	\$20 after deductible
Outpatient Hospital or Surgery Center	\$250 co-pay per procedure	\$100 copay after deductible
Chiropractic coverage (26 visits/yr)	\$20 per visit	\$15 copay, 20 visits
Skilled Nursing Facility (120 days/confinement per year)	100%	\$200 copay after deductible
Outpatient Mental/substance abuse	\$20 per visit <sup>4</sup>	Same as any other illness
Inpatient Mental/substance abuse	20% <sup>4</sup>	Same as any other illness
Durable Medical Equipment	100%	\$20 after deductible
Prescription Drugs (pharmacy or mail). Dosage units vary by pharmacy or mail order		Plan deductible applies
Generic Prescriptions	\$10 co-pay	\$10 copay after deductible
Preferred Brand Name	\$25 co-pay	\$25 copay after deductible
Non-preferred Brand Name	\$40 co-pay	\$40 copay after deductible

This is not an all-inclusive list of benefits. For complete details of the Plan, refer to your SPD. If there is a discrepancy between this and the SPD, the SPD supersedes this document.

***4-tier premium rates by plan:***

**Medical plan**

Employee only	\$778.74
Employee/spouse	\$1,632.70
Employee/child(ren)	\$1,476.54
Family	\$2,525.08

**Dental plan**

Employee only	\$37.74
Employee/spouse	\$77.36
Employee/child(ren)	\$64.15
Family	\$121.60

**Vision plan**

Employee only	\$12.61
Employee/spouse	\$20.17
Employee/child(ren)	\$20.60
Family	\$33.20

## City of Turlock

### Summary of Proposed High Deductible Plan Option

Plan Year 7/1/2019 thru 6/30/2020

Footnotes - apply to all plan designs

<sup>1</sup> **Proposed family deductible:** deductible are applied to single individuals up to the stated maximum per person/per family. One person in a family must meet their deductible outright. The remainder of the covered family members can collectively meet the family maximum deductible for the remainder of the plan year.

<sup>2</sup> **Proposed family out-of-pocket maximum:** one person will meet their individual stated out of pocket maximum. Once one out of pocket limit is met for that one individual, the remainder of the covered family members all contribute to the family out of pocket maximum limit, up to the stated limit for the remainder of the plan year.

<sup>3</sup> Current **grandfathered plan** includes the following preventive care visits: Annual well women GYN exam and Pap smear; annual prostate exam and prostate specific antigen test (PSA) for a male age 50 or older; mammograms for breast cancer screening at the following ages/frequencies: a baseline mammogram for a woman age 35-39; a mammogram every 2 years for a woman age 40-49, or more frequently if recommended by a Physician; an annual mammogram for a woman age 50 or older; periodic well child checkups and immunizations for a covered Dependent child during the child's first 2 years of life.

<sup>4</sup> Under the grandfathered plan, co-pays and co-insurance for mental health and substance abuse do not apply to the out of pocket maximum.

<sup>5</sup> **Under a high deductible health plan (HDHP) arrangement,** the minimum deductibles and out of pocket maximums are set and governed by the Internal Revenue Service (IRS). In addition, the plan can have no upfront benefits, other than preventive care, and all other services apply to the deductible. Copays are applicable after the plan deductible is satisfied and are payable up to the maximum out of pocket. Note that carriers will not allow more than 50% of the deductible funded by the employer. HSA setup and/or account fees are not included in this cost and are typically paid by the employee, paid directly out of their available account funds. Note that Teladoc doctor visit fee is \$40 until the deductible is met, as this is a benefit that cannot be "first dollar" according to IRS rules. After the deductible is met, copay would revert to \$0.

Employees must choose a primary care physician within the plan network. Outcomes are far superior when the patient has an established relationship with a primary care physician. You must work with your doctor and confirm the doctor's office is reaching out to the medical management provider at the time of the service. Failure to obtain pre-authorization for some services will result in a penalty of 50%.

8A



# **City Council Staff Report**

**November 12, 2019**

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From: Allison Van Guilder, Parks, Recreation and Public Facilities Director

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

- Ordinance: Amending the Turlock Municipal Code Chapter 7-7 regarding Street Trees, Chapter 10-2 regarding Trees and Shrubs, and Chapter 10-3 regarding Recreation for general language clean up and updates related to current functions and services of the Parks, Recreation & Public Facilities Department
- Ordinance: Amending the Turlock Municipal Code Title 3, Chapter 1, Article 8 regarding Garage Sales related to garage sales permits and for general language clean up and updates related to current functions and services of the Parks, Recreation & Public Facilities Department
- Ordinance: Amending the Turlock Municipal Code Title 5, Chapter 2 regarding Regulation of Parades and Special Events related to insurance requirements, indemnification, issuance of permits, general language clean up and updates related to current functions and services of the Parks, Recreation & Public Facilities Department and other general updates to the code
- Ordinance: Amending the Turlock Municipal Code Chapter 10-1, Parks, regarding general language clean up and updates related to current functions and services of the Parks, Recreation & Public Facilities Department, prohibited acts and park hours
- Ordinance: Amending the Turlock Municipal Code Title 10 Parks and Recreation adding Chapter 10-4 regarding Filming Activities related to film permits and activities in the City
- Ordinance: Amending the Turlock Municipal Code Title 5, Chapter 20, Section 4 regarding Property Removal for general language clean up and updates related to current functions and services of the City

**2. SYNOPSIS:**

Amending various sections of the Turlock Municipal Code for general language clean up, updating language related to current functions and services of the Parks, Recreation & Public Facilities Department, and adding a new Chapter regarding filming activities within the City.

**3. DISCUSSION OF ISSUE:**

Staff found the need to update the outdated Turlock Municipal Code as it relates to the functions and services of the Parks, Recreation & Public Facilities Department. Much of the updates relate to general language clean up.

Since the last review, the Parks, Recreation & Public Facilities Department has undergone a name change and has been under different departments before becoming its own department. Consequently, some of the language still reflected prior department oversight from Municipal Services and Police. The language clean up includes items such as, referring to the correct department (Parks, Recreation & Public Facilities), referring to the Director instead of the Police Chief, and correcting outdated language and basic grammar corrections throughout the Chapters relating to the Parks, Recreation & Public Facilities Department.

Staff is recommending amending the Turlock Municipal Code Title 3 FINANCE, Chapter 3-1 BUSINESS LICENSING, Article 8 Garages Sales regarding garage sale permits. The current language is confusing to customers with the multiple permitting options and what is and is not considered a weekend. Staff is recommending cleaning up the language and modifying it to allow for a single permit to cover any three (3) days within a seven (7) day period. Many customers want to split days on a garage sale permit but the current language does not allow that unless it only covers consecutive weekends (Saturdays and Sundays). Many customers try to coordinate garage sales with the sales yard on Tuesdays in addition to the weekend but with the current language they need two (2) permits due to the days not running consecutively. Staff are also recommending establishing a Community Garage Sale Day where the Director can designate one (1) day a year where citizens can hold a garage sale at no cost. The new language would be more customer friendly.

Staff is recommending amending the Turlock Municipal Code Title 5 PUBLIC WELFARE, MORALS, AND CONDUCT, Chapter 5-2 REGULATION OF PARADES AND SIDEWALK TRAVEL regarding insurance requirements, indemnification, issuance of permits and other general updates to the code. Staff are recommending an update to the title omitting "SIDEWALK TRAVEL" and including "SPECIAL EVENTS", adding sections 5-2-05 Insurance Requirements, 5-2-06 Indemnification and 5-2-07 Issuance of permits to address their respective areas. Staff is also updating the language for current procedures and grammatical corrections.

Staff is recommending amending the Turlock Municipal Code Title 10 PARKS AND RECREATION, Chapter 10-1 PARKS, Section 10-1-14 Acts Prohibited regarding park hours and various prohibited acts. On July 24, 2018, Council approved a modification to park hours on a trial basis from 6:00 AM to 10:00 PM, to 7:00 AM to dusk. After the trial was over it was found that the modification to park hours is beneficial to the public's safety. Staff recommends a change to park hours from 6:00 AM to 10:00 PM, to 7:00 AM to dusk. Other recommendations include:

- Adding language permitting persons over the age of six (6) years to use the restroom of the opposite sex when they are disabled individuals requiring assistance to use restroom facilities.
- Adding "building, sign or any other structure" to the list of locations where attaching any rope to is prohibited.
- Modifying the language under use of BBQ pits at the parks to only allow fires for the purpose of cooking and prohibiting wood burning.
- Adding drones to the list with model airplanes and remote control cars that are prohibited unless used in an area designed for such use.
- Adding language regarding prohibiting the feeding of any wildlife within any park or public property.
- Adding language regarding the prohibiting of tobacco products or any other drug within any park or public property.
- Adding language regarding prohibiting lying down, sitting or standing on top of structures not intended for such use.
- Adding language regarding vehicle regulations in the parks as the pertain to any kind of motor-powered, electric, or animal drawn vehicle not being allowed in the parks with exception for emergency vehicles and vehicles in service of the City or unless granted permission by the Director or his or her designee.

Staff is recommending amending the Turlock Municipal Code Title 10 PARKS AND RECREATION and adding a new chapter, Chapter 10-4 FILMING ACTIVITIES regarding film permits and activities in the city. There has been an increase in filming in the city and there has not been an established practice. Staff worked on establishing a new section in the Turlock Municipal Code to address filming activities. It is the purpose of this chapter to provide rules governing the issuance of permits for filming activities on or using public property of the City of Turlock. The intent of this chapter is to ensure that still photographers and motion picture, television, commercial and non-theatrical filming companies will be encouraged to use locations for filming activities within the city so long as those activities are consistent with the public safety and the protection of property.

Staff is recommending amending the Turlock Municipal Code Title 5, Chapter 20, Section 4 regarding Property Removal for general language clean up and updates related to current functions and services of the City. Staff is recommending adding the following language to the existing municipal code to help better service the community:

(e) When City personnel discovers any property left unattended in any public park, any street, or any public parking lot or public area, improved or unimproved, City personnel may immediately remove the unattended property for the safety and welfare of the public. The City considers unattended property to be lost property and shall deliver such property to Neighborhood Services, subject to the provisions set forth in this Chapter.

Staff conferred with representatives from the Turlock Police Department and Turlock Fire Department to ensure the departments associated with, or affected by, the proposed amendments had the opportunity to provide input for enforcement purposes and clarity. Staff received feedback from public safety and addressed their concerns and comments to ensure all were comfortable with the proposed amendments.

On August 14, 2019, staff presented the proposed changes to the Parks, Arts and Recreation Commission for recommendation and approval. The Commission had a few concerns that they wanted addressed before it first went to Council. Some of the changes were warranted and have been noted in the proposed amendments to clarify language regarding excessive noise in parks and neighborhoods and for the filming permit section. Some of the other proposed changes were reviewed by staff and after clarification of the municipal code in its entirety, it was determined no additional changes are necessary.

**4. BASIS FOR RECOMMENDATION:**

A. The amendments to the Turlock Municipal Code are necessary to bring the code in line with the current state of the Parks, Recreation & Public Facilities Department and their functions and services.

**5. FISCAL IMPACT:**

**Fiscal Impact:** There are no fiscal impacts related to the proposed amendments of the TMC.

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval

**7. ENVIRONMENTAL DETERMINATION: N/A**

**8. ALTERNATIVES:**

A. Council may choose not to approve the amendments to the Municipal Code. Staff does not recommend this alternative as the amendments are needed to bring the code up to date with the current functions and services of the Parks, Recreation & Public Facilities Department.



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

**IN THE MATTER OF AMENDING THE TURLOCK }  
MUNICIPAL CODE CHAPTER 7-7 REGARDING }  
STREET TREES, CHAPTER 10-2 REGARDING }  
TREES AND SHRUBS, AND CHAPTER 10-3 }  
REGARDING RECREATION FOR GENERAL }  
LANGUAGE CLEAN UP AND UPDATES }  
RELATED TO CURRENT FUNCTIONS AND }  
SERVICES OF THE PARKS, RECREATION & }  
PUBLIC FACILITIES DEPARTMENT }**

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**ORDINANCE NO. -CS**

**WHEREAS**, Staff found the need to update the outdated Turlock Municipal Code as it relates to the functions and services of the Parks, Recreation & Public Facilities Department; and

**WHEREAS**, since the last review, the Parks, Recreation & Public Facilities Department has undergone a name change and has been under different departments before becoming their own so some of the language still reflected Municipal Services and Police; and

**WHEREAS**, the language clean up includes items such as, referring to the correct department (Parks, Recreation & Public Facilities), referring to the Director instead of the Police Chief, correcting outdated language and basic grammar corrections throughout the Chapters relating to the Parks, Recreation & Public Facilities Department.

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

**SECTION 1. AMENDMENT:** See Attached (Exhibit A)

**SECTION 2. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 3. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 10<sup>th</sup> day of December, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
AMY BUBLAK, Mayor

ATTEST:

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

## Chapter 10-2 TREES AND SHRUBS

### Sections:

- 10-2-01 Parks, Recreation & Public Facilities Director: Powers and duties.
- 10-2-02 Permits required to plant in public places.
- 10-2-03 Permits required to trim or cut in public places.
- 10-2-04 Permission required to install poles near trees.
- 10-2-05 Trees overhanging public places.
- 10-2-06 Interpretation of provisions.

#### **10-2-01 Parks, Recreation & Public Facilities Director: Powers and duties.**

The Parks, Recreation & Public Facilities Director shall direct the kind and variety of trees and shrubbery to be planted in any public park in the City. The planting, trimming, and removing of trees and shrubbery upon the streets and public places of the City are hereby vested in the Parks, Recreation & Public Facilities Director who shall have the authority, under the supervision of, and subject to the approval of, the Council or any committee thereof appointed by the Mayor, to adopt rules and regulations for the planting, trimming, and removing of such trees and shrubbery. The Parks, Recreation & Public Facilities Director may employ such labor as is necessary to assist him in the discharge of such duties.

#### **10-2-02 Permits required to plant in public places.**

It shall be unlawful for any person to plant any tree or shrubbery on any street or in any park or public places without first obtaining a permit to do so from the Parks, Recreation & Public Facilities Department.

#### **10-2-03 Permits required to trim or cut in public places.**

It shall be unlawful for any person to trim, cut, mutilate, or injure any tree, or the roots or branches thereof, growing upon any public street, curb, or place in the City or to injure or impair the growth or life of any such tree, roots, or branches without a permit so to do from the Parks, Recreation & Public Facilities Department.

#### **10-2-04 Permission required to install poles near trees.**

It shall be unlawful for any person to install any street pole, telephone pole, electric light pole, or power pole within ten (10') feet of the trunk of any growing tree upon any street in the City without first having obtained permission from the Parks, Recreation & Public Facilities Director or his or her designee to erect such pole within such limit of ten (10') feet.

**10-2-05 Trees overhanging public places.**

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(a) Duty of owners and tenants. It shall be the duty of every person having charge or control of any lot or premises, either as owner, agent, lessee, tenant, or otherwise, on which trees are growing which overhang any public street or alley, to trim such trees where they overhang such public street or alley, so there shall be a clearance of at least sixteen (16') feet, but not more than twenty (20') feet, between the lowest limb or foliage of such trees and the public street or alley, and to trim trees overhanging any public sidewalk to leave at least seven (7') feet but not more than ten (10') feet between the lowest limb or foliage and the public sidewalk.

(b) Trimming by City. Should any such person fail, neglect, or refuse to trim any such tree, the Parks, Recreation & Public Facilities Director or designee shall have the power, and to initiate abatement proceedings under this Code and to cause such tree to be trimmed in accordance with the requirements of this section. The cost of such work shall be charged to, and become a valid claim against, the person having charge or control of the lot or premises, either as owner, agent, lessee, tenant, or otherwise, and shall be recoverable in any court of competent jurisdiction.

(1161-CS, Amended, 12/13/2011)

**10-2-06 Interpretation of provisions.**

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The provisions of this chapter shall not be construed as a limitation on the power lawfully vested in the Council to cause the removal of any shrubs or trees if, in the opinion of the Council, it is necessary to remove the same for the purpose of improving any street or alley or for any other lawful cause.

## Chapter 10-3 RECREATION

### Sections:

#### Article 1. Recreation and Park Use Service Area

10-3-101 Turlock Recreation Service Area: Established.

10-3-102 Turlock Parks, Recreation & Public Facilities: Boundaries.

10-3-103 Turlock Parks, Recreation & Public Facilities Service Area: Policy: Fees.

#### Article 1. Recreation and Park Use Service Area

##### **10-3-101 Turlock Recreation Service Area: Established.**

The City of Turlock Parks, Recreation & Public Facilities Service Area is hereby authorized and established for conducting recreation and activity programs pursuant to policies and guidelines established by the City Council of the City of Turlock and effectuated by the City of Turlock Parks, Recreation & Public Facilities Department for use of City and School District facilities and for enrollment in City sponsored and co-sponsored recreation activities.

(799-CS, Enacted, 03/25/1993)

##### **10-3-102 Turlock Parks, Recreation & Public Facilities: Boundaries.**

(a) As of the effective date of this section, the City of Turlock Parks, Recreation & Public Facilities Service Area boundaries shall be the boundaries of the City of Turlock and those boundaries commonly referred to as the Turlock Unified School District and the Denair Unified School District as it relates to youth programs.

"Youth" as defined herein is anyone under the age of eighteen (18) or still attending high school.

(b) Amendment of Boundaries: The City of Turlock Parks, Recreation & Public Facilities Service Area boundaries may be amended from time to time by resolution of the City Council of the City of Turlock with input and recommendation by the Parks, Arts & Recreation Commission.

(799-CS, Enacted, 03/25/1993)

##### **10-3-103 Turlock Parks, Recreation & Public Facilities Service Area: Policy: Fees.**

(a) The City Council, with recommendation(s) from the Parks, Arts & Recreation Commission, shall by resolution establish, adopt and amend guidelines and policies for the use of facilities within the boundaries of

the City of Turlock Parks, Recreation & Public Facilities Service Area for City sponsored and co-sponsored recreation activities.

(b) The City Council may by resolution, with recommendation(s) from the Parks, Arts & Recreation Commission, set fees for participation in recreation programs sponsored or co-sponsored by the City and held at facilities within the boundaries of the City of Turlock Parks, Recreation & Public Facilities Service Area.

(799-CS, Enacted, 03/25/1993)

## Chapter 7-7 STREET TREES

### Sections:

#### Article 1. Miscellaneous

7-7-101 Purpose.

7-7-102 Definitions.

#### Article 2. Responsibilities, Authority, Duties, and Costs

7-7-201 Director to enforce chapter provisions.

7-7-202 Authority to enter premises.

7-7-203 Control of disease and the like.

7-7-204 Responsibility for condition of trees.

7-7-205 Authority to seek advice.

7-7-206 Duty to maintain.

7-7-207 Pruning.

7-7-208 Duty to protect.

7-7-209 (Not used).

7-7-210 Owners to perform work: Costs.

7-7-211 Refusal to perform work.

7-7-212 Appeals.

#### Article 3. Permits: Costs: Removal and Limb Reduction

7-7-301 Permits required.

7-7-302 Applications for permits.

7-7-303 Time for performance under permits.

7-7-304 Removal permits.

7-7-305 Pruning permits.

7-7-306 Permits not required.

#### Article 4. Cooperation with Other Agencies and Departments

7-7-401 Public utilities.

7-7-402 Notification of street improvements.

Article 5. Street Tree Plan

7-7-501 Street trees required.

7-7-502 Subdivision Street Tree List and Theme Street List.

7-7-503 Street tree types.

7-7-504 Location of street trees.

Article 1. Miscellaneous

**7-7-101 Purpose.**

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The Council finds that:

- (a) Street trees are of economic, environmental, and aesthetic importance to the City; and
- (b) The City requires the planting of street trees as a part of subdivision developments and along major streets to enhance the character of the City; and
- (c) Street trees directly benefit the City residents by:
  - (1) Reducing erosion of the topsoil by breaking the summer winds;
  - (2) Reducing air pollution by producing oxygen from carbon dioxide;
  - (3) Increasing property values;
  - (4) Maintaining the ecological balance of the area;
  - (5) Providing shade and buffering noise and glare; and
  - (6) Providing energy conservation by the reduction of summer temperatures; and
- (d) The health, safety, and general welfare of the citizens will best be served by regulating the removal, severe pruning, topping, and planting of street trees and encouraging the reforestation of areas in which street trees have been removed.



**7-7-102 Definitions.**

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For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

- (a) "Department" shall mean the Parks, Recreation & Public Facilities Department.
- (b) "Director" shall mean the Parks, Recreation & Public Facilities Director or his or her designated representative.
- (c) "Street Tree Plan" shall mean the officially adopted plan for the planting of certain varieties of trees in public rights-of-way, or planting easements, or along certain specified theme streets.
- (d) "Planting easement" shall mean an easement on private property of five (5') feet in width along the frontage of the parcel for the purposes of planting and maintaining street trees.
- (e) "Parkway" shall mean that portion of land within the public right-of-way between the curb or curb line and sidewalk.
- (f) "Street Tree List" shall mean the list of street trees specified by resolution and approved for planting and maintenance as street trees.
- (g) "Theme street" shall mean a specifically named street, or streets within an area, specified by resolution, for which uniformity of species is desired for special effects or purposes.
- (h) "Maintenance or maintain" shall mean and include pruning, spraying, watering, mulching, fertilizing, cultivating, supporting, treating for disease or injury, or any other similar act which promotes the life, growth, health, or beauty of street trees.
- (i) "Pruning" shall mean the usual pruning, cutting, or thinning or otherwise the removal of branches, stems, and other parts of a tree.
- (j) "Person" shall be defined as set forth in Section 1-3-13 of Chapter 3 of Title 1 of this Code and shall include a public utility company or similar entity.
- (k) "Property owner" shall mean the owner of the real property, or the owner of the property adjacent to the right-of-way, on which the street tree is located or his authorized agent or representative.

**Article 2. Responsibilities, Authority, Duties, and Costs**

**7-7-201 Director to enforce chapter provisions.**

The Director, under the general direction of the City Manager, shall have the authority and responsibility to carry out the provisions of this chapter.

**7-7-202 Authority to enter premises.**

The Director or his or her designee shall have the authority to enter in or upon any part of the parkway or planting easement or adjacent property as is reasonably necessary for the purpose of planting, maintaining, pruning, spraying, or removing a street tree.

(Ord. 959-CS, Amended, 11/28/2000)

**7-7-203 Control of disease and the like.**

The Director or his or her designee shall have the authority to order a property owner to take such action as is necessary to control insects, scales, parasites, fungus, or other injurious pests or plant materials which could cause serious injuries to the City street trees or other plant materials within the City. The Director or his or her designee shall notify the property owner in writing of the condition which exists and the controls necessary to correct the conditions and establish a reasonable time in which the corrective action shall be taken.

**7-7-204 Responsibility for condition of trees.**

The Director or his or her designee shall be responsible for inspecting, supervising, or ordering the maintenance, removal, and replacement of street trees planted within parkways or planting easements by the property owner or by the City. The Director or his or her designee may cause or permit street trees or other plant materials planted in the parkways or planting easements to be removed by the City or the property owner if the trees are deemed by the Director or his or her designee to be unhealthy, hazardous, undesirable, or causing, or will cause, excessive damages to the existing public improvements or street trees.

(Ord. 959-CS, Amended, 11/28/2000)

**7-7-205 Authority to seek advice.**

The Director or his or her designee shall have the authority to consult and seek the advice and recommendations of nurserymen, arborists, and other persons qualified in horticulture.

**7-7-206 Duty to maintain.**

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It shall be the duty of every property owner and every person occupying property within the City to maintain street trees in the parkway or planting easement on or adjacent to his or her property.

(a) In conjunction with any sale or transfer of real property and using the Local Option Real Estate Transfer Disclosure Statement form set forth in Civil Code Section 1102.6a, the seller/transferor shall provide notice of the maintenance obligations set forth in this article to the buyer/transferee. The notice shall, at a minimum, include the following language:

Every property owner and every person occupying property within the City shall maintain street trees in the parkway or planting easement on or adjacent to his/her property.

(b) To provide all property owners and occupants with notice of his/her obligation to maintain street trees as set forth in this article, the ordinance codified in this chapter shall be recorded with the County Clerk of the County of Stanislaus.

(1220-CS, Amended, 07/01/2016)

**7-7-207 Pruning.**

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Street trees shall be pruned to enhance the natural growth, characteristics, and traits of the trees. Street trees shall not be pruned to create a form unnatural to the street tree.

**7-7-208 Duty to protect.**

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It shall be the responsibility of every property owner and every person occupying land to protect street trees planted in the parkways or planting easements on or adjacent to his property from physical damages and other plant materials which can be detrimental to the street tree's growth or health.

**7-7-209 (Not used).**

**7-7-210 Owners to perform work: Costs.**

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All work, and the costs thereof, required in the removal, pruning, or maintenance of a street tree shall be provided by the property owner or his agent, including the removal of the stump to a depth as specified by the Director or his or her designee.

(Ord. 959-CS, Amended, 11/28/2000)

**7-7-211 Refusal to perform work.**

If the property owner refuses to perform the work after notice from the Director or his or her designee, the Director or his or her designee may order the work done by the City, and the costs shall be assessed to the property owner and tenant consistent with the provisions of Section 7-7-210 of this article as a personal debt and, if unpaid within thirty (30) days after billing by the City, shall become a lien on the property.

**7-7-212 Appeals.**

Any person aggrieved by any action taken by any City Official pursuant to the provisions of this chapter or any guideline or procedure issued pursuant to the chapter, may appeal such action as provided by Title 1, Chapter 4 of this Code.

(866-CS, Amended, 02/09/1995)

**Article 3. Permits: Costs: Removal and Limb Reduction**

**7-7-301 Permits required.**

It shall be unlawful for any person to remove, prune, or severely prune or alter any street tree within the City, without a permit from the City. This prohibition does not extend to the regular maintenance required under Section 7-7-206.

(Ord. 959-CS, Amended, 11/28/2000)

**7-7-302 Applications for permits.**

Any person desiring to remove, prune, severely prune, or otherwise alter a street tree shall file an application for a permit with the Director or his or her designee. Such application shall be provided by the Director or his or her designee and may contain such information deemed necessary by the Director or his or her designee to insure compliance with the spirit and intent of this chapter.

Applications for permits shall be signed by the property owner.

(Ord. 959-CS, Amended, 11/28/2000)

**7-7-303 Time for performance under permits.**

The Director or his or her designee shall stipulate a time by which all work shall be performed, not to exceed sixty (60) days after the date of the issuance of the permit, and may require the posting of cash or other surety

in an amount equal to the cost of the work to insure the faithful completion of the work specified and the cleanup of debris within the time stipulated for performance.

**7-7-304 Removal permits.**

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(a) Upon the receipt of an application to remove a street tree, the Director or his or her designee shall determine whether or not such tree should be removed.

(b) The Director or his or her designee may issue a permit to remove or conditionally remove a street tree when one or more of the following conditions apply to the tree:

The tree is:

- (1) Dying or dead;
- (2) Decayed, rotted, or otherwise hazardous to the public;
- (3) Diseased beyond reclamation;
- (4) Damaging public improvements, such as curbs, gutters, sidewalks, or other utilities;
- (5) Required to be removed due to building moving from the lot or parcel provided it is not practical or reasonable to save the tree; all work and costs will be provided by the owner;
- (6) Required to be removed for new construction and the Director or his or her designee believes better and more suitable planting will result provided there is no practical or reasonable means to save the tree; all work and costs will be provided by the owner; or
- (7) Located so that thinning is desired to improve spacing or conformity.

(c) The Director or his or her designee, as a condition of the removal of a tree, whenever possible shall require the planting of either a theme tree or a tree from the Street Tree List in a location along the property frontage in keeping with the Street Tree Plan.

**7-7-305 Pruning permits.**

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(a) Upon the receipt of an application to prune or severely cut a street tree, the Director or his or her designee shall determine whether or not the tree should be pruned or otherwise severely cut.

(b) The Director or his or her designee may issue a permit to prune or severely cut a street tree when limb reduction or severe cutting is required either to:

- (1) Maintain pedestrian or traffic clearance and visibility;
- (2) Maintain tree health;
- (3) Maintain continuity with prior pruning practices; or
- (4) Remove a building from the parcel.

(Ord. 959-CS, Amended, 11/28/2000)

#### **7-7-306 Permits not required.**

A permit shall not be required when an immediate threat to the public health and safety exists due to an accidental occurrence or act of God and, in the opinion of the Director or his or her designee, the removal, pruning, or cutting is required.

### **Article 4. Cooperation with Other Agencies and Departments**

#### **7-7-401 Public utilities.**

(a) Any public utility maintaining any overhead wire or underground pipe, wire, or conduit shall obtain permission from the Director or his or her designee before performing any maintenance to wires or pipes or conduits which would cause injuries to street trees. Such public utility shall in no way injure, deface, prune, scar, or top any tree until its plans and procedures have been approved by the Director or his or her designee.

(b) The Director or his or her designee shall be permitted to inspect all maintenance or operational work performed by public utilities which might affect the street trees. If, in the opinion of the Director or his or her designee, the performance of work would cause excessive or unnecessary injuries to any street tree, the Director or his or her designee shall have the authority to stop such maintenance and operational work and arrange with such utility another method of maintenance or operational work satisfactory to the City.

(c) This section shall not apply to emergency public utility maintenance work which is performed during nonworking hours for City personnel.

**7-7-402 Notification of street improvements.**

The Engineering Department and Planning Department shall notify the Director or his or her designee of any known applications for a new curb, gutter, sidewalk, driveway approach, or other installation which might require the removal of, or cause injury to, any street tree or otherwise be contrary to the intent of this chapter.

**Article 5. Street Tree Plan**

**7-7-501 Street trees required.**

Street trees shall be planted and maintained as part of all new construction and all remodeling which exceeds twenty-five (25%) percent of the value of the structure as shown on the latest equalized assessment roll of the County. All required street trees shall be planted as required by this chapter prior to the issuance of a certificate of occupancy or approval of final inspection by the Building Inspector.

**7-7-502 Subdivision Street Tree List and Theme Street List.**

Street trees shall be planted of the type, size, and at the locations specified in the Subdivision Street Tree List and Theme Street List which shall be adopted by resolution of the Council.

**7-7-503 Street tree types.**

The property owner, builder, or developer shall plant trees of the species stipulated in the Subdivision Street Tree List, except in those areas designated as theme streets.

**7-7-504 Location of street trees.**

Street trees shall be planted in the following locations:

- (a) In areas of the City, where parkways exist, and not more than fifty (50%) percent of the block frontage has been converted to current sidewalk standards, street trees may be planted in the parkway.
- (b) In blocks where more than fifty (50%) percent of the parkway has been eliminated and replaced consistent with current sidewalk standards, street trees shall be planted two and one-half (2-1/2') feet behind the sidewalk.
- (c) In commercial areas or in those areas in which sidewalks are required or authorized to extend from the curb to the property line, street trees shall be planted in the sidewalk area in a four (4') foot square area adjacent to the curb, unless otherwise authorized by the Director or his or her designee. (See City Standard No. ST-22.)

(d) In all subdivisions for which the final map is filed prior to June 1, 1978, street trees shall be planted two and one-half (2-1/2') feet behind the sidewalk.

(e) In all subdivisions and parcel map areas, street trees shall be planted within an area two and one-half (2-1/2') feet to four (4') feet behind the sidewalk in a planting easement, except in areas with parkways.

(f) In industrial areas and other commercial areas, street trees shall be planted as provided in the Street Tree List or as determined by the Director or his or her designee.

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Code reviser's note: Section 4 of Ord. 1220-CS provides: "The amendments set forth in this Ordinance, specifically Section 7-7-206 subsections (a) and (b), shall become operative on July 1, 2016."



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

**IN THE MATTER OF AMENDING THE TURLOCK }  
MUNICIPAL CODE TITLE 3, CHAPTER 1, }  
ARTICLE 8 REGARDING GARAGE SALES }  
RELATED TO GARAGE SALE PERMITS AND }  
FOR GENERAL LANGUAGE CLEAN UP AND }  
UPDATES RELATED TO CURRENT FUNCTIONS }  
AND SERVICES OF THE PARKS, RECREATION }  
& PUBLIC FACILITIES DEPARTMENT }**

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**ORDINANCE NO. -CS**

**WHEREAS**, Staff found the need to update the outdated Turlock Municipal Code as it relates to the functions and services of the Parks, Recreation & Public Facilities Department; and

**WHEREAS**, Staff is recommending amending the Turlock Municipal Code Title 3 FINANCE, Chapter 3-1 BUSINESS LICENSING, Article 8 Garages Sales regarding garage sale permits; and

**WHEREAS**, the current language is confusing to customers and Staff is recommending cleaning up the language and modifying it to allow for a single permit to cover any three (3) days within a seven (7) day period; and

**WHEREAS**, Staff are also recommending establishing a Community Garage Sale Day where the Director can designate one (1) day a year where citizens can hold a garage sale at no cost.

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

**SECTION 1. AMENDMENT:** Title 3 FINANCE, Chapter 3-1 BUSINESS LICENSING, Article 8 Garage Sales is hereby amended to read as follows:

**3-1-801 Intent and purpose.**

It is the intent and purpose of the Council, in adopting this article, to regulate those activities which, in the most technical sense, have business or commercial characteristics but which, because of the manner in which they are conducted or the purposes for which they are being operated, are truly noncommercial in nature. Such regulations are intended to prevent the expansion of such noncommercial operations into truly commercial operations and to regulate the method of conducting the activity so that it will be confined to a noncommercial type of operation. It is the purpose of this article to prevent such activities from unfairly competing with licensed revenue producing commercial and business enterprises; to prevent the conduct of commercial enterprises upon other than commercially zoned property; and to curb the evasion of business license fees.

### **3-1-802 Garage sale defined.**

For the purposes of this article, a garage sale shall be defined as a sale conducted by an individual homeowner or occupant of a home, or apartment owner, or occupant of an apartment unit, or owner or occupant of any other residential or dwelling unit for the purpose of selling, trading, bargaining, exchanging, or otherwise disposing of unwanted or surplus household furnishings or goods or other tangible personalty, usually conducted in a garage, on a patio, upon a driveway, or on or in any portion of premises in a residential zone and for which no inventory or permanent or detailed records are kept on the transactions thus carried out. A garage sale may, at times, be conducted by a combination of residential dwellers at a single location and may take on the nature and character of a rummage sale or a fund-raising event for civic or charitable purposes. All sales designated "lawn sale," "attic sale," "rummage sale," "moving sale," "flea market sale," or other terms of similar or like intent and having the foregoing characteristics and purposes shall be deemed garage sales.

### **3-1-803 Permits required.**

Any person proposing to promote, advertise, or conduct a garage sale shall, prior thereto, obtain a garage sale permit from the ~~Police Business Office~~ Parks, Recreation, and Public Facilities Department Office.

(899-CS, Amended, 05/23/1996)

### **3-1-804 Frequency of issuance of permits.**

No more than two (2) garage sale permits shall be issued to any person during any calendar year, nor shall a garage sale permit be issued for the promotion, advertising, or conducting of a garage sale at the same location more than twice in any calendar year. No garage sale permit shall be issued permitting the promotion, advertising, or conducting of a garage sale for more than three ~~(3) consecutive days or for more than two (2) consecutive Saturdays and Sundays.~~ (3) days within a seven (7) day period.

(899-CS, Renumbered, 05/23/1996, 3-1-806; 819-CS, Amended, 07/22/1993)

### **3-1-805 Applications for permits.**

Any person desiring the permit required by Section 3-1-803 of Article 8 of Chapter 1 of Title 3 of this Code shall make a verified application therefor in a form satisfactory to the ~~Police Business Office~~ Parks, Recreation, and Public Facilities Department Office. The application shall contain the following:

- (a) The name of the applicant;
- (b) The Driver's License/Identification Number of the applicant;

- (c) The address of the applicant;
- (d) The location of the proposed garage sale;
- (e) The date or dates upon which it is proposed to conduct the garage sale;
- (f) A general description of the property proposed to be offered for sale;
- (g) The application complies with the limitations set forth in Section 3-1-804 of Article 8 of Chapter 1 of Title 3 of this Code; and
- (h) A statement that the applicant is the property owner and/or resident at the location of the proposed garage sale.

(899-CS, Renumbered, 05/23/1996, 3-1-804; 819-CS, Amended, 07/22/1993)

### **3-1-806 Issuance of permits.**

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The ~~Police Chief~~ Parks, Recreation, and Public Facilities Department Office shall issue the applicant a garage sale permit if it is determined that the application complies with the provisions of Section 3-1-805 of Article 8 of Chapter 1 of Title 3 of this Code, and that the applicant is the property owner and/or the resident at the location of the proposed garage sale. The permit shall specify the following:

- (a) The name of the permittee;
- (b) The exact address or location where the garage sale is to be conducted;
- (c) The date or dates upon which the sale is to be conducted;
- (d) ~~The requirement that one (1) sign only may be used to advertise such sale, which sign shall be displayed only at the location of the sale and only during the date or dates and hours of such sale; and the further requirement that such sign shall not exceed six (6) square feet in area nor six (6') feet in height;~~

Signs may be used to advertise such sale and must abide by Turlock Municipal Code Chapter 9-2, Article 5, Sign Regulations for Private Property. Any illegal sign will incur a citation and result in prohibition of additional permits being issued for the duration of one calendar year from the date of citation.

- (e) The requirement that the permit shall be revoked for failure to comply with all the terms and conditions thereof, or the provisions of this article, or other applicable provisions of law;

(f) The requirement that the permit shall be prominently displayed at the location of the garage sale; and

(g) Such other conditions relating to the promotion, advertising, and conducting of the garage sale which, in the opinion of the ~~Police Chief~~ Parks, Recreation, and Public Facilities Department Office, are necessary or proper for the preservation of the peace, elimination of traffic hazards, safety of pedestrians, preservation of public or private property, or like or similar matters.

(899-CS, Renumbered, 05/23/1996, 3-1-805; 819-CS, Amended, 07/22/1993)

### **3-1-807 Revocation of permits.**

The ~~Police Chief~~ Parks, Recreation, and Public Facilities Department Office shall have the power to revoke at any time any permit granted in accordance with this article upon determining that the garage sale permitted thereby has been promoted, advertised, or conducted in violation of any of the provisions of this article, or in violation of the provisions or conditions of the garage sale permit issued for such sale, or in such a manner as to deceive or defraud the public, or that the permittee has committed any of the following:

(a) Made any material misstatement in the application for such permit;

(b) Been guilty of any fraudulent practice or practices in the promotion, advertising, or conduct of the sale authorized by such permit; or

(c) Violated any of the provisions or conditions of the permit or violated any of the provisions of this article or of any other provision or law in promoting, advertising, or conducting such sale.

(903-CS, Amended, 06/27/1996; 899-CS, Amended, 05/23/1996)

### **3-1-808 Right of appeal.**

Any person may appeal a decision of the ~~Police Chief~~ Parks, Recreation, and Public Facilities Department Office made pursuant to the provisions of this article as provided by Chapter 1-4 TMC.

(903-CS, Amended, 06/27/1996; 899-CS, Amended, 05/23/1996; 866-CS, Amended, 02/09/1995)

### **3-1-809 Exceptions.**

This article shall not apply to the following persons:

(a) Persons selling goods pursuant to an order of process of a court of competent jurisdiction;

(b) Persons acting in accordance with their powers and duties as public officials; and

(c) Persons promoting, advertising, or selling an item or items of personal property which are specifically named or described in any advertisement therefor and which separate items do not exceed ten (10) in number; and

(d) New residents provided such person has not held two (2) garage sales at any location in the City within the prior calendar year.

(899-CS, Amended, 05/23/1996)

### **3-1-810 Fees.**

Fees for processing and issuing a permit under this chapter shall be set by resolution of the City Council and shall be paid at the time of submission of the application.

(899-CS, Enacted, 05/23/1996)

### **3-1-811 Community Garage Sale Day.**

The Director of the Parks, Recreation & Public Facilities Department shall designate up to one (1) day a year as "Community Garage Sale Day" where citizens can hold a garage sale at no cost without needing to obtain a permit.

### **3-1-812 Conducting a Garage Sale Without a Permit.**

If an individual is found to be conducting a Garage Sale without a permit, he/she may be subject to an administrative citation and/or required to apply for a permit. All fees for a garage sale permit are to coincide with Section 3-1-810 and all fees for administrative citations shall coincide with the City of Turlock Administrative Citation process. The municipal code may be enforced by the Parks, Recreation & Public Facilities Department, Turlock Police Department, Turlock Fire Department or any other responsible department/division tasked with code enforcement.

**SECTION 2. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 3. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 10<sup>th</sup> day of December, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
AMY BUBLAK, Mayor

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE TURLOCK }  
MUNICIPAL CODE TITLE 5, CHAPTER 2 }  
REGARDING REGULATION OF PARADES AND }  
SPECIAL EVENTS RELATED TO INSURANCE }  
REQUIREMENTS, INDEMNIFICATION, }  
ISSUANCE OF PERMITS, GENERAL }  
LANGUAGE CLEAN UP AND UPDATES }  
RELATED TO CURRENT FUNCTIONS AND }  
SERVICES OF THE PARKS, RECREATION & }  
PUBLIC FACILITIES DEPARTMENT AND }  
OTHER GENERAL UPDATES TO THE CODE }

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ORDINANCE NO. -CS

**WHEREAS**, Staff found the need to update the outdated Turlock Municipal Code as it relates to the functions and services of the Parks, Recreation & Public Facilities Department; and

**WHEREAS**, Staff is recommending amending the Turlock Municipal Code Title 5 PUBLIC WELFARE, MORALS, AND CONDUCT, Chapter 5-2 REGULATION OF PARADES AND SIDEWALK TRAVEL regarding insurance requirements, indemnification, issuance of permits and other general updates to the code; and

**WHEREAS**, Staff is recommending an update to the title omitting "SIDEWALK TRAVEL" and including "SPECIAL EVENTS", adding sections 5-2-05 Insurance Requirements, 5-2-06 Indemnification and 5-2-07 Issuance of permits to address their respective areas.

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

**SECTION 1. AMENDMENT:** Title 5 PUBLIC WELFARE, MORALS, AND CONDUCT, Chapter 5-2 REGULATION OF PARADES AND SIDEWALK TRAVEL is hereby amended to read as follows:

***Chapter 5-2***  
***REGULATION OF PARADES AND SPECIAL EVENTS***

Sections:

5-2-01 Obstructing passenger travel.

5-2-02 Permits required.

5-2-03 Exceptions.

5-2-04 Applications for permits.

5-2-05 Insurance Requirements.

5-2-06 Indemnification.

5-2-07 Issuance of permits.

5-2-08 Terms of permits.

5-2-09 Notices of rejection.

5-2-10 Appeals.

5-2-11 Alternative permits.

5-2-12 Late applications.

5-2-13 Officials to be notified.

5-2-14 Interference with parades.

### **5-2-01 Obstructing passenger travel.**

It shall be unlawful for any person or group of persons to stand or sit in or upon any public street, alley, sidewalk, or crosswalk in the City so as in any manner to hinder or obstruct the free passage therein of persons passing along the same, or to stand in or at the entrance of any church, hall, theater, or any place of public assemblage so as in any manner to obstruct its entrance.

### **5-2-02 Permits required.**

It shall be unlawful for any person to hold, manage, conduct, aid, participate in, form, start, or carry on any parade, march, ceremony, show, exhibition, pageant, or procession of any kind or any other similar display, or to cause or permit the same, upon any public street, alley, park, or any other public grounds in the City unless there has first been obtained from the Parks, Recreation & Public Facilities Department a permit to do so, and such permit shall be carried by the person heading or leading such activity.

### **5-2-03 Exceptions.**

The provisions of this chapter shall not apply to:

- (a) Funeral processions;
- (b) Students of schools going to and from classes or when constituting a part of their educational activities and under the immediate direction and supervision of the proper school authorities; and
- (c) Governmental agencies within the scope of their functions.

### **5-2-04 Applications for permits.**

Any person desiring to conduct or manage a parade and/or special event shall, not less than ninety (90) days nor more than eleven (11) months before the date on which it is proposed to conduct such event, file with the Parks, Recreation & Public Facilities Department a verified application, on a form furnished by the Parks, Recreation & Public Facilities Department, setting forth the following information:

- (a) The name of the person and/or organization wishing to conduct such parade/event;
- (b) If the parade/event is proposed to be conducted for, on behalf of, or by an organization, the name, address, and telephone number of the headquarters of the organization and of the authorized and responsible head of such organization;
- (c) The name, address, and telephone number of the person who will be the parade/event chairman and responsible for its conduct;
- (d) The date when such parade/event is to be conducted;
- (e) The route to be traveled, the starting point, and the termination point and/or the stationary location to be used for the entire event;



(f) The approximate number of persons who, and animals and vehicles which, will constitute such parade/event; the type of animals; and a general description of the vehicles;

(g) The time when such parade/event will start and terminate;

(h) The location by streets of any assembly area or areas for such parade/event; and

(i) Each application must be accompanied by a signed indemnification, defense, and hold harmless agreement.

(j) Application fees, as well as refundable deposit, must be paid at time of application submission.

#### **5-2-05 Insurance Requirements.**

The applicant for a Special Event Permit shall procure and maintain for the duration of the parade/event such insurance in the forms, types and amount as may be prescribed by the risk manager. The applicant shall request the Parks, Recreation & Public Facilities Department representative obtain the prior insurance liability limits from the risk manager prior to submitting the application, and shall submit adequate proof of insurance consistent therewith the application.

#### **5-2-06 Indemnification.**

The applicant shall agree in writing to comply with the terms and conditions of the Special Event Permit, which shall include an agreement to indemnify the city in a form approved by the City Attorney.

#### **5-2-07 Issuance of permits.**

(a) The Parks, Recreation & Public Facilities Department shall issue a permit as provided for in this chapter when:

(1) Applicant has paid all application fees;

(2) Applicant has provided proof of an insurance policy along with an additional insured endorsement naming the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers as additionally insured as per section 5-2-05

(3) Applicant has agreed in writing to pay all estimated and actual costs associated with the parade/event;

(4) Applicant has signed an indemnification, defense and hold harmless agreement as per section 5-2-06;

(b) Beyond these requirements it must also be found from a consideration of the application by the Special Events Committee and/or Approval by the City of Turlock City Council and from such other information as may otherwise be obtained, that:

- (1) The conduct of such parade/event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;
- (2) The conduct of such parade/event will not require the diversion of so great a number of police officers of the City to properly police the line of movement, and the areas contiguous thereto, as to prevent normal police protection to the City;
- (3) The concentration of persons, animals, and vehicles at assembly points of the parade/event will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;
- (4) The conduct of such parade/event will not unduly interfere with the movement of fire-fighting equipment en route to a fire or other emergency equipment;
- (5) The conduct of such parade/event is not reasonably likely to cause injuries to persons or property or to provoke disorderly conduct or create a disturbance; and
- (6) Such parade/event is not to be held for the sole purpose of advertising the goods, wares, or merchandise of a particular business establishment or vendor; provided, however, the provisions of this subsection shall not prohibit a parade/event held for the purpose of promoting or publicizing a commercial or trade event of a general nature.

**5-2-08 Terms of permits.**

The permit to be issued by the Parks, Recreation & Public Facilities Department shall prescribe the following:

- (a) The name of the person or organization wishing to conduct such parade/event;
- (b) The name and telephone number of the person who will be the parade/event chairman and be responsible for its conduct;
- (c) The date when such parade/event is to be conducted;
- (d) The time when such parade/event will start and terminate;

**5-2-09 Notices of rejection.**

The Parks, Recreation & Public Facilities Department shall act upon the application for a parade and/or special event permit within five (5) business days after the filing thereof. The approval process may take up to thirty (30) business days from time of application, pending

Council approval. If the Parks, Recreation & Public Facilities Department does not approve the application, a representative will contact the applicant stating the reason(s) for the denial of the permit. Such notice shall be e-mailed to the applicant at the e-mail address as given in the application for the parade/event permit.

#### **5-2-10 Appeals.**

Any person who has been denied a permit by the Parks, Recreation & Public Facilities Department may appeal as provided by Title 1, Chapter 4 of this Code.  
(866-CS, Amended, 02/09/1995)

#### **5-2-11 Alternative permits.**

The Parks, Recreation & Public Facilities Department, in denying an application, may authorize the conduct of such parade/event on a date, at a time, at a location or by a route different from that named by the applicant, and, if the applicant desires to accept proposed date, time, and route, he shall, within two (2) business days after notice of the action of the Parks, Recreation & Public Facilities Department, respond with notice of acceptance with the Parks, Recreation & Public Facilities Department representative. The Parks, Recreation & Public Facilities Department shall thereupon obtain further approval from the Special Event Committee and/or City of Turlock City Council and issue a permit. Such permit shall conform to the requirements of this chapter.

#### **5-2-12 Late applications.**

The Parks, Recreation & Public Facilities Department shall have the authority, in its discretion, to consider any application for a permit to conduct a parade/event which is filed less than ninety (90) days before the date such parade/event is proposed to be conducted. A late fee will be applied. Late fee may be waived at the Parks, Recreation & Public Facilities Director's discretion.

#### **5-2-13 Officials to be notified.**

Immediately upon the accepting a parade permit, the Parks, Recreation & Public Facilities Department shall send a copy thereof to the following:

- (a) The Fire Marshall;
- (b) The Police Chief and/or designee;
- (c) The Municipal Services Director and/or designee;
- (d) The Planning Director and/or designee; and
- (e) Any public transportation or other utility, the regular routes of whose vehicles will be affected by the route of the proposed parade.
- (f) All parade(s)/event(s) will be subject to public notification, a public hearing and/or Council determination.

#### **5-2-14 Interference with parades.**

No person shall, without the consent of the permittee, join or participate in a parade/event nor in any manner interfere with its progress or orderly conduct.

**SECTION 2. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 3. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 10<sup>th</sup> day of December, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
AMY BUBLAK, Mayor

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE TURLOCK }  
MUNICIPAL CODE CHAPTER 10-1, PARKS, }  
REGARDING GENERAL LANGUAGE CLEAN UP }  
AND UPDATES RELATED TO CURRENT }  
FUNCTIONS AND SERVICES OF THE PARKS, }  
RECREATION & PUBLIC FACILITIES }  
DEPARTMENT, PROHIBITED ACTS AND PARK }  
HOURS }

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ORDINANCE NO. -CS

**WHEREAS**, Staff found the need to update the outdated Turlock Municipal Code as it relates to the functions and services of the Parks, Recreation & Public Facilities Department; and

**WHEREAS**, Staff is recommending amending the Turlock Municipal Code Title 10 PARKS AND RECREATION, Chapter 10-1 PARKS, Section 10-1-14 Acts Prohibited regarding park hours and various prohibited acts.

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

**SECTION 1. AMENDMENT:** Chapter 10-1 PARKS is hereby amended to read as follows:

***Chapter 10-1***  
***PARKS***

Sections:

- 10-1-01 Purpose.
- 10-1-02 Definitions.
- 10-1-03 Compliance required.
- 10-1-04 Private/public event permits and conditions.
- 10-1-05 Liability insurance required.
- 10-1-06 Contents of applications.
- 10-1-07 Action on applications.
- 10-1-07.1 Security requirements for activities held in City recreation facilities.
- 10-1-08 Right of appeal.
- 10-1-09 Use of areas in parks.
- 10-1-10 Alcoholic beverages.
- 10-1-11 Camping.
- 10-1-12 Closing of sections of parks.

10-1-13 ~~Finding of lost articles to be reported~~Lost Property.

10-1-14 Acts prohibited.

10-1-15 Vehicle regulations.

10-1-16 Traffic and parking.

10-1-17 Advertising: Sale of merchandise.

10-1-18 Donations.

10-1-19 Excessive noise prohibited.

10-1-20 Use of skateparks.

10-1-21 Water features in City parks.

10-1-22 Use of bike parks.

### **10-1-01 Purpose.**

The purpose of this chapter is to regulate the use of the parks and recreation buildings of the City in order to provide maximum enjoyment in the use of such parks and buildings and minimum disturbance or interference with the use of surrounding areas.

### **10-1-02 Definitions.**

For the purpose of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(a) "Bike park" shall mean a public facility that is designed for use by persons riding bicycles and which is designated as a "bike park" or "BMX bike park."

(b) "Building" shall include those buildings, or any portion thereof, under the supervision of the Parks, Recreation & Public Facilities Department.

(c) "Director" shall mean the Parks, Recreation & Public Facilities Director or designee.

(d) "Dog park" shall mean a fenced portion of public property that has been specifically designated for recreational use by dogs accompanied at all times by their owners or other adult persons having custody, care, and/or control.

(e) "Park" includes, but is not limited to, skateparks, bike parks, and landscaped storm drainage basins.

(f) "Permit" shall mean a written permit for the exclusive use of a park or building as provided for and defined in this chapter.

(g) "Picnicker" shall mean a person on an outing or excursion with food usually provided by such person and eaten in the open.

(h) "Vehicle" shall mean any wheeled conveyance, whether motor-powered, electric, animal-drawn, or self-propelled, including bicycles and any trailer in tow of any size, kind, or description, except baby carriages/strollers, wheelchairs, and vehicles in the service of the City parks.

(i) "Skatepark" shall mean a public facility that is designed for use by persons riding skateboards, in-line skates, or roller skates, and which is designated as a "skatepark."

(j) "Sound amplifying equipment" shall mean any electrical or battery-operated machine or device for the amplification of the human voice, music, or any other sound. "Sound amplifying equipment" shall not include standard vehicle radios when used and heard only by the occupants of the vehicle in which the radio is located. (1123-CS, Amended, 08/27/09; 1118-CS, Amended, 04/23/2009; 1020-CS, Amended, 02/12/2004)

### **10-1-03 Compliance required.**

No person shall enter, be, or remain in any park or building of the City unless he complies with all the applicable regulations set forth in this chapter.

#### **10-1-04 Private/public event permits and conditions.**

Parks and/or buildings shall be made available to private individuals or organizations subject to the issuance of a permit by the Director or his/her designee. Permit fees, approved uses and conditions of use shall be established and updated by City Council resolution.

Nothing in this section shall be deemed to change the status of any City park and/or building from a public park or public building to a private park or private building.  
(1086-CS, Amended, 07/12/2007)

#### **10-1-05 Liability insurance required.**

If the conduct of the event or program, subject to the permit required under Section 10-1-04, would constitute a hazard to public safety, the applicant shall provide the City with certificates of insurance evidencing bodily injury liability in an amount no less than One Million and no/100ths (\$1,000,000.00) Dollars for each person, and Three Million and no/100ths (\$3,000,000.00) Dollars for each occurrence, and property damage liability coverage in the amount of One Hundred Thousand and no/100ths (\$100,000.00) Dollars for each occurrence and naming the City additional insured. The Director or his or her designee may require additional coverage based on the risk to the City. Such certificates of insurance shall be filed with the City Clerk prior to the granting of such permit.

#### **10-1-06 Contents of applications.**

Applications for the exclusive use of a park or building, or portion thereof, shall be made on a form provided by the Director, shall contain the information specified by the Director, and shall be filed in the manner and at the times specified by the Director.

All applications shall be signed by an authorized representative of the organization sponsoring the activity, and the organization shall be responsible for compliance with all the provisions of this chapter and the regulations established by resolution or by the Director and for all damages resulting from the conduct of the activity sponsored by the organization.

#### **10-1-07 Action on applications.**

(a) The Director or his or her designee shall grant or deny such application upon receipt and review of the application. The decision granting or denying such application shall be made with the applicant present after the submittal and review of the application.

(b) The Director or his or her designee, in granting the application, may impose reasonable requirements and conditions concerning the use of the park or building by the applicant.

(c) The Director or his or her designee of the Parks, Recreation & Public Facilities Department is hereby authorized to charge and collect a fee for:

(1) participation in the Parks, Recreation & Public Facilities sports programs, classes, special events and activities; and

(2) for the use of City Park(s) and/or City building(s).

(d) The fee authorized by this chapter shall be set by resolution of the Turlock City Council.

(e) The Director shall deny the application if he or she finds that:

(1) The proposed activity or use will unreasonably interfere with, or detract from, the promotion of the public health, welfare, safety, or recreation;

(2) The proposed activity or use is anticipated to incite violence, crime, or disorderly conduct; or

(3) The occupancy load of the building will be exceeded.

(720-CS, Amended, 02/07/1991)

#### **10-1-07.1 Security requirements for activities held in City recreation facilities.**

(a) Every person operating, promoting, maintaining or conducting a permitted activity in or at a City recreation facility shall provide, or cause to be provided, security for the activity based upon the maximum capacity of the building and subject to the review and approval of the Director, or his or her designee. The cost of such private security shall be borne by the person holding the activity.

(b) Every person operating, promoting, maintaining or conducting a permitted activity in or at a City recreation facility shall sign a detailed statement, under penalty of perjury under the laws of the State of California, declaring the nature and type of activity to be held in or at the City recreation facility and the expected number of guests.

(c) The Director, or his or her designee, shall consider, but is not limited to, the following factors in setting the security requirements for an activity held in a City recreation facility:

- (1) the maximum capacity of the City recreation facility;
- (2) the nature and type of activity to be held;
- (3) the hours during which the activity will be held;
- (4) if private security will be provided, the credentials, reputation and practices of the proposed private security company; and

(5) the dress and equipment used by the private security officers.

(d) In lieu of private security, the Director, or his or her designee, may request from the Chief of Police, active or reserve police officers of the City of Turlock to provide security at activities held in City recreation facilities the cost for which shall be borne by the person holding the activity and shall be paid to the City at least ten (10) days prior to the date of the activity.

(e) If alcohol is to be served at the proposed activity, the Chief of Police, or his or her designee, may establish conditions, on the sale, distribution, use, and consumption of any alcoholic beverage.

(f) For all rentals of the Senior Center and other City facilities, the City requires one Parks, Recreation & Public Facilities Facility Supervisor on duty during the event. This Facility Supervisor would be in Parks, Recreation & Public Facilities staff uniform and equipped with a communication radio/phone. His or her responsibility is to monitor the event and provide instruction and information on the proper use and care of said facility. He or she is not responsible for law enforcement responsibilities.

(g) For all rentals at the Senior Center and other City facilities where alcoholic beverages are provided or for sale in conjunction with dancing by a live band, Disc Jockey, or any type of recorded music, the City :

(1) Requires, one Parks, Recreation & Public Facilities Facility Supervisor in Parks, Recreation & Public Facilities uniform and equipped with a communication radio/phone, and

(2) In addition, may require a minimum of one (1) Parks, Recreation & Public Facilities employee, not to exceed four (4) Parks, Recreation & Public Facilities employees, in Parks, Recreation & Public Facilities uniform and equipped with communication radios/phones whose responsibilities are to coordinate the use of said facility with the Parks, Recreation & Public Facilities Staff Facility Supervisor on duty.

(3) Any Park, Recreation & Public Facilities employees that are present at an event are not responsible for law enforcement responsibilities.

(h) The fee charged for the required personnel under "f and g" are the adopted hourly rates for Parks, Recreation & Public Facilities part time staff.

(796-CS, Amended, 11/26/1992; 733-CS, Enacted, 08/11/1991)

### **10-1-08 Right of appeal.**

The applicant or any interested person may appeal the granting or denial of a permit or any conditions placed on such permit or not placed on such permit by the Director as provided by Title 1, Chapter 4 of this Code.

(866-CS, Amended, 02/09/1995)

### **10-1-09 Use of areas in parks.**

The Director or his or her designee shall have the authority to regulate the activities in park areas, when necessary, to prevent congestion and to secure the maximum use of the park facilities for the comfort and convenience of all and may limit the length of time such facilities, including picnic facilities, are used to avoid crowding. Visitors shall comply with any directions given to achieve this end. Individual fireplaces or tables and benches shall be used on the basis of "first come, first serve" except in areas designated by "Reservation Only."

### **10-1-10 Alcoholic beverages.**

The presence and/or the consumption of any and all alcoholic beverages shall be prohibited at all City of Turlock existing or future parks.

Permission for the sale or distribution of beer and/or wine in conjunction with a special event permit may only be granted by the City Council of the City of Turlock.

(798-CS, Amended, 02/11/1993; 786-CS, Amended, 08/27/1992; 739-CS, Amended, 08/08/1991)

### **10-1-11 Camping.**

The Director or his or her designee may permit overnight camping by youth organizations for persons fifteen (15) years of age and under and their chaperones in conjunction with a special event permit.



### **10-1-12 Closing of sections of parks.**

Any part of a park may be declared closed to the public for all or specified purposes by the Director or his or her designee at any time and for any interval of time, either temporarily or at regular intervals.

### **10-1-13 Lost and Unattended Property.**

(a) Upon the discovery of lost property by park users, the lost property shall be reported to the Police Department subject to the provisions for Unclaimed Property, provided in TMC 2-8.

~~(b) When City personnel discovers any property left unattended in any public park, any street, or any public parking lot or public area, improved or unimproved, City personnel may immediately remove the unattended property for the safety and welfare of the public. The City considers unattended property to be lost property and shall deliver such property to the Police Department, subject to the provisions for Unclaimed Property, provided in TMC Chapter 2-8.~~

### **10-1-14 Acts prohibited.**

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No person shall do any of the following:

(a) Willfully mark, paint, deface, disfigure, injure, tamper with, or displace or remove any building, bridge, table, bench, fireplace, railing, paving or paving material, water line or appurtenances, or other public property, and parents of any minor shall be responsible for all such damage;

(b) Litter, soil, or defile rest rooms. No person over the age of six (6) years shall use rest rooms and washrooms designated for the opposite sex. The exception shall be for disabled individuals requiring assistance to use the facilities;

(c) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any private or public service utility into, upon, or across such lands, except with the written permission of the Director or his or her designee;

(d) Go upon any lawn, grass plot, or flower bed where such prohibition is indicated by a legible sign posted near or in the area;

(e) Picnic or lunch in a place other than one designated for such purpose;

(f) Swim, bathe, wade, fish, or boat in any water of any fountain, pond, lake, or stream, except in areas designated for such purposes and so posted;

(g) Bring into any park any material which, if spilled or spread, will be injurious to the turf or plant growth;

(h) Damage, cut, carve, transplant, or remove any tree or plant, or injure the bark, or pick the flowers or seeds of any tree or plant;

- (i) Attach any rope, wire, or other contrivance to any tree, plant, building, sign or any other structure;
- (j) Dig in or otherwise disturb any park area or in any way injure or impair the natural beauty or usefulness of any area;
- (k) Climb any tree or walk, stand, or sit upon any monument base, fountain, railing, fence, or upon any other property not designated or customarily used for such purposes;
- (l) Hunt, molest, harm, frighten, kill, trap, chase, tease, shoot, or throw objects at any animal, reptile, or bird;
- (m) Remove or have in his possession any wild animal, or any bird or fowl, or the eggs or nest or young of any reptile, wild animal, or bird, except snakes known to be poisonous (exception: City Staff in the course necessary for their work);
- (n) Use any amplification system unless a permit is first issued by Neighborhood Services;
- (o) Bring to, or drink in, a park any alcoholic beverage, except as provided in this chapter;
- (p) Enter or remain in a park while under the influence of intoxicating liquor or any drug;
- (q) Bring or have in his possession, or set off, or otherwise cause to explode or discharge or burn in a park any fireworks, whether safe and sane fireworks or not, or other flammable or explosive material, or discharge them or throw them into any park from land, or a vehicle, or building adjacent thereto, except persons conducting a City-sponsored or supported public fireworks display;
- (r) Be, remain, stay, or loiter in any public park between the hours of dusk and 7:00 a.m. of the following day, except as provided by resolution of the Council or as provided in this chapter;
- (s) Set up tents or other temporary shelters for the purpose of overnight camping, nor shall any person leave in a park, after closing hours, any movable structure or vehicle to be used, or that could be used, for such purposes, such as a house trailer, motor home, camp trailer, or pickup camper, except as provided in this chapter;
- (t) Having the control or care of any dog, suffer or permit such dog to enter or remain in a park, unless the park is posted for such use, and then only if it is led by a leash of suitable strength not more than six (6') feet in length. The person owning, controlling, or having the custody of such dog shall be jointly and severally responsible for all damages caused by such dog;

(u) Lead, ride, drive, keep, or, let loose any animal, reptile, or fowl of any kind without a permit to do so from the Director or his or her designee;

(v) Make or kindle a fire for any purpose other than for cooking, or burn wood in BBQ pits, except at places provided for such purpose, unless prior permission shall be obtained therefor from the Director or his or her designee, or leave a fire started by such person, or at his direction, or used by him until such fire is completely extinguished;

(w) Enter an area or use any building, equipment, fountain, pond, or pool posted as "Closed to the Public";

(x) Use, carry, or possess firearms of any description or air rifles, spring guns, bows and arrows, slings, or any other form of weapon potentially dangerous to wildlife or to humans or shoot into park areas from beyond park boundaries;

(y) Use or allow the use of powered model airplanes, drones or remote control cars, except in areas designated for such use;

(z) Play or practice golf or use golf clubs in any area of the park not designated for such use;

(aa) Play or engage in any game except at a place set apart for that purpose;

(ab) Indulge in riotous, boisterous, threatening, or indecent conduct;

(ac) Throw, discharge, or otherwise place in the waters of any fountain, pond, lake, stream, or other body of water in or adjacent to any park, or any tributary, stream, storm sewer, or drain flowing into such waters, any substance, matter, or thing, liquid or solid, which will or may result in the pollution of such waters;

(ad) Dump, deposit, or leave any bottle, broken glass, ashes, paper box, can, refuse, or trash, except in the receptacles provided for such materials; where such receptacles are not provided, all such materials shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere;

(ae) Bring to, or operate in or on, or sail in or on, any water in any lake, pond, or stream any powered or nonpowered hobby or model boat, kayak or boats of any kind or floating devices except during special events having the prior approval of the Parks, Recreation & Public Facilities Department;

(af) Bring to or have in such person's possession any alcoholic or nonalcoholic glass beverage container or bottle;

(ag) Engage in the feeding of any wildlife within any park within the city or within any public property;

(ah) Smoke, chew, or use any tobacco related products, or any other drug or drugs, within any park within the city or within any public property;

(ai) Sleep, lie down, sit or stand on top of picnic tables, trash receptacles or any structure not intended for such use; and

(aj) Fail to comply with any posted rules, regulations, or plans for the use or operation of a park.

(1118-CS, Amended, 04/23/2009; 949-CS, Amended, 11/25/1999)

### **10-1-15 Vehicle regulations.**

All vehicles shall be ridden, driven, or operated on the right-hand side of the road paving as close as conditions permit and shall be kept in single file when two (2) or more are operating as a group. Operators shall at all times operate their vehicles with reasonable regard to the safety of others, signal all turns, pass to the left of any vehicle they are overtaking, and pass to the right of any vehicle they may be meeting.

No vehicles of any kind (motor-powered, electric, animal drawn) are allowed to operate inside any park or future park except motor-powered, electric wheel chairs, emergency vehicles and vehicles in service of the City, unless granted permission by the Director or his or her designee.

### **10-1-16 Traffic and parking.**

No person shall:

(a) Fail to comply with all the applicable provisions of the Vehicle Code of the State, in regard to equipment and the operation of vehicles, and the provisions of this Code;

(b) Fail to obey all traffic officers and park employees authorized to direct traffic in the parks;

(c) Fail to obey all traffic regulations concerning the use of vehicles or caution, stopping, parking, and all other signs posted for control or to safeguard life and property;

(d) Ride or drive a vehicle at a rate of speed exceeding fifteen (15) miles per hour, except upon roads designated by posted signs for different rates of speed;

(e) Ride or drive any vehicle or bicycle on any area, except paved roads, bike paths or parking areas or other areas designated as temporary parking areas. A bicyclist may wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use;

(f) Park a vehicle in other than an established or designated parking area or use a parking area in a manner not in accordance with the posted directions or the instructions of any attendant who may be present;

(g) Ride any other person on a bicycle, except where the bicycle is built for operation by more than one person;

(h) Leave a bicycle in a place other than a bicycle rack where a bicycle rack is provided and there is space available; and

(i) Leave a bicycle lying on the ground or paving, or set against trees, or in any place or position where other persons may ride, drive, or trip over it or be injured by it.

### **10-1-17 Advertising: Sale of merchandise.**

No person in a park or on public property adjacent to a park shall do any of the following without prior permission from the Director or his or her designee:

(a) Expose, announce, advertise, call public attention to, or offer any article or food or drink for sale; nor shall he station or place any stand, cart, or vehicle for the transportation, sale, or display of any such article or food or drink in the park or on public property adjacent to such park; and

(b) Paste, glue, tack, or otherwise post any sign, placard, advertisement, or inscription.

### **10-1-18 Donations.**

The donation of plants, buildings, fountains, sculptures, ponds, pools, or any other item or funds for such item for any park or building shall first be presented to the Parks, Arts and Recreation Commission with final approval by the City Council

### **10-1-19 Excessive noise prohibited.**

No person in a park or on public or private property adjacent to a park shall produce, suffer, or allow to be produced any loud noise from a radio, stereo, public address system, or other means which noise disturbs the peaceful and quiet enjoyment of any person in a public park.

### **10-1-20 Use of Skateparks.**

(a) No person in a skatepark shall:

(1) Ride a skateboard, use in-line skates or roller skates unless that person is wearing a helmet, elbow pads, and knee pads;

(2) Ride, operate, or utilize any device other than a skateboard, in-line skates, roller skates, or non-motorized scooters (prohibited devices include, but are not limited to, bicycles and any motorized device whether electric or gas powered);

(3) Use, consume, or possess food, beverages, glass bottles, or any breakable glass item on the skating surface;

(4) Place or utilize additional obstacles or other materials (including, but not limited to, ramps or jumps);

(5) Engage in reckless behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying), or any other activity that could endanger the safety of persons using the skate facility or spectators;

(6) Enter the skatepark at any time except during the posted hours of operation and when the facility usage sign reads "OPEN"; and

(7) Bring in any pets or other animals.

(b) Signs shall be erected and maintained at skateparks which shall afford notice that any person skating in the facility must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation.

(1020-CS, Added, 02/12/2004)

### **10-1-21 Water features in City parks.**

No person over the age of eighteen (18) shall use the water feature located in any City park except parents or other caregivers accompanying a juvenile aged eighteen (18) or younger.

(1128-CS, Amended, 11/12/09; 1069-CS, Added, 10/26/2006)

### **10-1-22 Use of bike parks.**

(a) No person in a bike park shall:

(1) Ride a bicycle unless that person is wearing a helmet;

(2) Ride, operate, or utilize any device other than a bicycle (prohibited devices include, but are not limited to, scooters, RC/Cars and any motorized device whether electric or gas powered). No foot traffic is allowed inside the bike park riding area;

(3) Use, consume, or possess food, beverages, glass bottles, or any breakable glass item within the bike park area;

(4) Place or utilize additional obstacles or other materials (including, but not limited to, ramps or jumps);

(5) Engage in reckless behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying), or any other activity that could endanger the safety of persons using the bike park facility or spectators;

(6) Enter the bike park at any time except during the posted hours of operation; and

(7) Bring in any pets or other animals.

(b) Signs shall be erected and maintained at the bike park which shall afford notice that any person biking in the facility must wear a helmet and that any person failing to do so will be subject to citation.

(1118-CS, Added, 04/23/2009)

**SECTION 2. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 3. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 10<sup>th</sup> day of December, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
AMY BUBLAK, Mayor

ATTEST:

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

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

**IN THE MATTER OF AMENDING THE TURLOCK }  
MUNICIPAL CODE TITLE 10 PARKS AND }  
RECREATION ADDING CHAPTER 10-4 }  
REGARDING FILMING ACTIVITIES RELATED }  
TO FILM PERMITS AND ACTIVITIES IN THE }  
CITY }**

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**ORDINANCE NO. -CS**

**WHEREAS**, Staff found the need to update the outdated Turlock Municipal Code as it relates to the functions and services of the Parks, Recreation & Public Facilities Department; and

**WHEREAS**, Staff is recommending amending the Turlock Municipal Code Title 10 PARKS AND RECREATION and adding a new chapter, Chapter 10-4 FILMING ACTIVITIES regarding film permits and activities in the city; and

**WHEREAS**, there has been an increase in filming in the city and there has not been an established practice so staff worked on establishing a new section in the Turlock Municipal Code to address filming activities; and

**WHEREAS**, it is the purpose of this chapter to provide rules governing the issuance of permits for filming activities on or using public property of the City of Turlock; and

**WHEREAS**, the intent of this chapter is to ensure that still photographers and motion picture, television, commercial and non-theatrical filming companies will be encouraged to use locations for filming activities within the City so long as those activities are consistent with the public safety and the protection of property.

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

**SECTION 1. ADDITION:** Title 10 PARKS AND RECREATION, Chapter 10-4 FILMING ACTIVITIES is hereby added read as follows:

**Title 10 PARKS AND RECREATION**  
**Chapter 10-4 FILMING ACTIVITIES**

Sections

<u>10-4-01</u>	<u>Purpose</u>
<u>10-4-02</u>	<u>Definitions</u>
<u>10-4-03</u>	<u>Permit Required</u>
<u>10-4-04</u>	<u>Permit Exemptions</u>
<u>10-4-05</u>	<u>Deadline for Filing Applications</u>
<u>10-4-06</u>	<u>Application Form</u>
<u>10-4-07</u>	<u>Permit Review</u>
<u>10-4-08</u>	<u>Permit Conditions</u>
<u>10-4-09</u>	<u>Fees</u>
<u>10-4-10</u>	<u>Change of Filming Activity Date</u>
<u>10-4-11</u>	<u>Insurance Required</u>

<u>10-4-12</u>	<u>Indemnification</u>
<u>10-4-13</u>	<u>Street Closures</u>
<u>10-4-14</u>	<u>Pyrotechnics</u>
<u>10-4-15</u>	<u>Permit Revocation or Suspension</u>
<u>10-4-16</u>	<u>Appeals</u>

### **10-4-01 Purpose.**

It is the purpose of this chapter to provide rules governing the issuance of permits for filming activities on or using public property of the City of Turlock. The intent of this chapter is to ensure that still photographers and motion picture, television, commercial and non-theatrical filming companies will be encouraged to use locations for filming activities within the City so long as those activities are consistent with the public safety and the protection of property.

### **10-4-02 Definitions.**

For the purpose of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

- (a) "Applicant" shall mean the person, organization, corporation, association or other entity applying for a permit to film in the City of Turlock.
- (b) "City" shall mean the City of Turlock, a municipal corporation.
- (c) "Filming activity" shall mean the staging, shooting, filming, videotaping, photographing, or other similar process conducted for the making of still photographs, motion pictures, television programs, commercial and non-theatrical film productions.
- (d) "Film permit coordinator" shall mean the person designated by the City Manager to issue film permits in the City of Turlock.
- (e) "Film permit" shall mean written authorization from the film permit coordinator to conduct the filming activity described in the permit.
- (f) "Fee schedule" shall mean those fees and reimbursements for costs as adopted by resolution of the City Council.
- (g) "News purposes" shall mean a filming activity conducted for the purpose of reporting on persons, events, or scenes which are in the news for newspapers, television news, and other news media.
- (h) "Permittee" shall mean the person, organization, corporation, association or other entity issued a film permit under this chapter.
- (i) "Public property" shall mean any street, right-of-way, public trail, alley, or bikeway owned and maintained by the City, or any public park, building or other real property owned or leased by the City.
- (j) "Still photography" shall mean and include all activity attendant to staging or shooting commercial still photographs.
- (k) "Student filming activity" shall mean filming activity conducted to fulfill a course requirement by a student enrolled at a public or private school.



### **10-4-03 Permit Required.**

It is unlawful to conduct a filming activity on public property within the City without first obtaining a film permit from the film permit coordinator.

The film permit must be in the possession of the permittee at all times while on location in the City and engaged in filming activities.

An applicant shall obtain the private property owner's permission, consent, and/or lease for use of property not owned or controlled by the City, and shall comply with and be subject to all other provisions of state law and this code, including, but not limited to, any regulations or restrictions governing the use of the private property as may be applicable to the filming activity pursuant to Title 10 Chapter 10-4 of this code.

### **10-4-04 Permit Exemptions.**

The provisions of this chapter shall not apply to any of the following activities, provided that the activity will not require the closure of a city street or substantially impede pedestrian or vehicular traffic thereon:

- (a) Filming activities conducted for news purposes as defined in Section 10-4-02(g).
- (b) Filming activities conducted for use in a criminal investigation or civil or criminal court proceeding.
- (c) Non-commercial filming activities conducted solely for private or family use.
- (d) Commercial still photography or staging thereof, when conducted to the exclusion of any other filming activity as defined in Section 10-4-02(i), when the following conditions apply:
  - i. The still photography, or staging thereof, will not be conducted on city property;
  - ii. The still photography, or staging thereof, will not require the parking of more than two motor vehicles on any public street within the city.
- (e) Filming activities conducted by or for the city or for any public access or governmental programming channel.

### **10-4-05 Deadline for Filing Applications.**

Applications for a film permit shall be submitted to the film permit coordinator a minimum of two business days in advance of the day the film activity is to begin, except that an application for a film permit which includes traffic controls exceeding three minutes, shall be submitted a minimum of four business days in advance, and further excepted, that an application which includes street closures, stunts, or pyrotechnics shall be submitted a minimum of ten (10) business days in advance of the first day of filming.

Applicants shall submit applications at the earliest advance date possible in order to facilitate coordination between City departments.

Upon showing of good cause, the film permit coordinator shall consider applications which are filed after the filing deadline if there is sufficient time for City staff to process and review the application and to prepare for the filming activity.

### **10-4-06 Application Form.**

The permit application shall be on a form furnished by the City and signed by the applicant or agent thereof. Such application shall include, but not be limited to, the following information:

- (a) Name, address, and telephone number of applicant;

- (b) Name, address, and 24-hour telephone number(s) of person in charge of filming on location;
- (c) Filming location(s), dates and approximate daily call times of proposed filming activity;
- (d) Description of scenes to be filmed and/or diagrams of the site of filming, including details of any hazardous filming activity employing firearms, explosives, the use of open flame, other pyrotechnical effects, animals, use of amplified noise, stunts, filming of moving motor vehicles, watercraft or aircraft;
- (e) Description of the types and number of motor vehicles which will be parked on public streets, and description of any equipment to be placed on public property;
- (f) Evidence of adequate insurance certification as required by the risk manager pursuant to Section 10-4-11;
- (g) Such other information descriptions, diagrams, and technical information as the film permit coordinator may require. The film permit coordinator may promulgate such reasonable regulations as may be necessary to ensure the filming activity does not adversely affect the public health, safety and welfare.
- (h) Provide a brief synopsis of film plot.

#### **10-4-07 Permit Review.**

The application shall be promptly reviewed by the film permit coordinator. The film permit shall be denied if any of the following will occur:

- (a) The filming activity will substantially disrupt the use of a public right-of-way or street at a time when it is usually subject to traffic congestion, or interfere with the operation of emergency vehicles.
- (b) The location of the filming activity will substantially interfere with a right-of-way or street maintenance work, or a previously authorized excavation permit.
- (c) The filming activity will substantially interfere with other previously authorized activities or contracts, or the safety of the public or employees on public property.
- (d) The filming activity will substantially interfere with ordinary municipal functions, or the scheduled maintenance of city buildings or grounds.
- (e) The filming activity will create a substantial risk of injury to persons or damage to property.
- (f) The filming activity will substantially disrupt the privacy and/or disturb the peace of individuals residing in the vicinity.
- (g) The applicant has failed to complete the application after being requested to do so, or the information contained in the application is found to be false in any material detail.
- (h) The particular filming activity would violate federal or state law, or other applicable City ordinances, including licensing or permit requirements.

#### **10-4-08 Permit Conditions.**

The film permit coordinator may impose reasonable conditions on the issuance of a film permit on the time, place, manner and duration of filming activities to be attached to the film permit, including but are not limited to any of the following conditions:

- (a) Requirements for the presence of employees of the City or use of City property at the applicant's expense, when required for the particular filming activity;
- (b) Requirements concerning posting of no parking signs, placement of traffic control devices, and employment of traffic and crowd control monitors at the applicant's expense;
- (c) Requirements concerning posting of the outer boundaries of the filming activity, and providing advance notice to affected and/or adjacent property owners, residents and businesses at applicant's expense;
- (d) Requirements concerning the cleanup and restoration of the public property used in the filming activity;
- (e) Restrictions concerning the use of public agency employee services, vehicles and other equipment in the filming activity;
- (f) Requirements that the applicant pay all fees, and obtain all permits and licenses required for the filming activity under local, state and federal laws, including an encroachment permit, if necessary;
- (g) Restrictions on the use of firearms, explosions, and noise-creating or hazardous devices;
- (h) Restrictions on the use of stunts involving pyrotechnics, open flame, vehicle crashes or other hazardous materials;
- (i) Requirements concerning cover-up of police, fire and other official uniforms worn by actors, when the actors are not on camera;
- (j) Restrictions concerning the use of City and other public agencies logos, insignias, badges or decals for filming purposes;
- (k) Restrictions on the locations and/or daily hours the filming activity may be conducted within the City;
- (l) Requirements concerning the City's or other public agencies' receipt of proper acknowledgment for any assistance provided in making feature, television or commercial productions;
- (m) Any other condition which the film permit coordinator deems necessary for the protection of the public health, safety and welfare, or which may be necessary to protect public and/or private property.

#### **10-4-09 Fees.**

A schedule of fees for City services and use of City property shall be in an amount as established by resolution of the city council and charged in accordance with the fee schedule.

The applicant shall pay all actual costs incurred by the City in providing City employees to be present during filming activity.

#### **10-4-10 Change of Filming Activity Date.**

Upon reasonable written notice by the permittee in advance of the filming activity, the film permit coordinator is authorized to change the date for which the film permit has been issued without requiring a new application.

#### **10-4-11 Insurance Required.**

The applicant for a film permit shall procure and maintain for the duration of the film activity such insurance in the forms, types, and amount as may be prescribed by the risk manager. The applicant shall request the film

permit coordinator obtain the prior insurance liability limits from the risk manager prior to submitting the application, and shall submit adequate proof of insurance consistent therewith the application.

#### **10-4-12 Indemnification.**

The applicant shall agree in writing to comply with the terms and conditions of the film permit, which shall include an agreement to indemnify the City in a form approved by the City Attorney.

#### **10-4-13 Street closures.**

If the applicant requests a street closure as part of a film permit, it shall apply for an encroachment permit to be reviewed by the City Manager or his or her designated representative. As a condition of any encroachment permit the applicant shall give at least 24 hours' written notice of the proposed street closure to all residents and business owners within 500 feet radius of the street or streets to be closed.

#### **10-4-14 Pyrotechnics.**

During the filming of any special effect or stunt requiring the use of pyrotechnics or any material deemed hazardous, including but not limited to fireworks, open flames, or explosives, the applicant may be required to obtain a permit from the City Fire Department.

#### **10-4-15 Permit Revocation or Suspension.**

- (a) Permit Revocation. The film permit coordinator may revoke the film permit if the permittee, or any agents, employees or contractors of the permittee fail to comply with the terms and conditions of the film permit, or the permit application was false in any material detail.
  - i. Notice of the grounds for revocation of the film permit shall be provided in writing to the applicant or person in charge at the location of the filming activity.
  - ii. Appeals of the permit revocation shall be conducted in the manner specified in Section 10-4-16.
- (b) Permit Suspension. A City of Turlock, Turlock Police Department officer may suspend the film permit when the filming activity poses an immediate hazard to persons or property and the location manager will not, or cannot, prevent the hazard after being instructed to do so by the officer.
  - i. The grounds for the permit suspension shall be provided in writing to the permittee within one business day of the suspension.
  - ii. Appeals of the permit suspension shall be conducted in the manner specified in Section 10-4-16.

#### **10-4-16 Appeals.**

The permit applicant or permittee may appeal a film permit denial, revocation, suspension, permit condition, insurance/fees requirement or the film permit coordinator's decision not to waive a deadline set forth in the policy. Such appeal shall be filed with the City Manager not later than five business days after the date written notice of the decision is made. Failure to file timely appeal shall result in a waiver to the right to appeal. The appeal shall be heard by the City Manager or his or her designee.

The decision of the City Manager shall be final.

**SECTION 2. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 3. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 10<sup>th</sup> day of December, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
AMY BUBLAK, Mayor

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE TURLOCK }  
MUNICIPAL CODE TITLE 5, CHAPTER 20, }  
SECTION 4 REGARDING PROPERTY REMOVAL }  
FOR GENERAL LANGUAGE CLEAN UP AND }  
UPDATES RELATED TO CURRENT }  
FUNCTIONS AND SERVICES OF THE CITY }

ORDINANCE NO. -CS

**WHEREAS**, Staff found the need to update the outdated Turlock Municipal Code as it relates to the functions and services of the Parks, Recreation & Public Facilities Department and other City Departments; and

**WHEREAS**, Staff is recommending amending the Turlock Municipal Code Title 5, Chapter 20, Section 4 regarding Property Removal for general language clean up and updates related to current functions and services of the City.

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

**SECTION 1. AMENDMENT:** Title 5, Chapter 20, Section 4 Property Removal is hereby amended to read as follows:

**5-20-04 Property Removal**

The enforcement officer may remove personal property unlawfully stored or found in a City park, any street, or any public parking lot or public area, improved or unimproved, as follows:

(a) The location of any personal property, including camp facilities and paraphernalia, shall be tagged and dated with a notice including the following:

It is illegal to store personal property in a City park, street, public parking lot, or public area, improved or unimproved. If this personal property is not removed by (specify at least twenty-four (24) hours / one (1) day from posting), THIS PERSONAL PROPERTY SHALL BE DEEMED INTENTIONALLY ABANDONED AND SUBJECT TO REMOVAL AND POSSIBLE DESTRUCTION.

(b) The notice shall also include (1) a general description of the personal property to be removed, (2) the date and time the notice was posted, (3) the location where the removed personal property will be stored, including a telephone number and the internet website of the City through which a person may receive information as to impounded personal property, and (4) that the impounded personal property may be discarded or destroyed if not claimed within ninety (90) days after impoundment.

(c) The enforcement officer may remove any personal property still unlawfully stored or remaining after the posting period has expired.

(d) Post-removal notice. Upon removal of personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written post-removal notice shall include (1) a general description of the personal property removed, (2) the date and approximate time the personal property was removed, (3) a statement that the personal property has been stored in violation of TMC 5-20-03, (4) the location where the removed personal property will be stored, including a telephone number and the internet website of the City through which a person may receive information as to impounded personal property, and (5) that the impounded personal property may be discarded or destroyed if not claimed within ninety (90) days after impoundment.

(e) When City personnel discovers any property left unattended in any public park, any street, or any public parking lot or public area, improved or unimproved, City personnel may immediately remove the unattended property for the safety and welfare of the public. The City considers unattended property to be lost property and shall deliver such property to Neighborhood Services, subject to the provisions set forth in this Chapter.

**SECTION 2. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 3. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 10<sup>th</sup> day of December, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
AMY BUBLAK, Mayor

ATTEST:

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

# **City Council Staff Report**

**November 12, 2019**



EB

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From: Douglas L. White, City Attorney  
Prepared by: Douglas L. White, City Attorney  
Agendized by: Michael I. Cooke, Interim City Manager

## **1. ACTION RECOMMENDED:**

Ordinance: Introducing an Ordinance for first reading amending the Turlock Municipal Code (the "T.M.C.") Title 2, Chapter 7, Section 08, regarding bidding requirements and Section 10, regarding approval of contract amendments by the City Manager

## **2. SYNOPSIS:**

The proposed ordinance will amend the T.M.C. to grant the City Manager the authority to enter into budgeted contracts that do not exceed One Hundred Thousand Dollars (\$100,000), an Interim City Manager the authority to enter into budgeted contracts that do not exceed Twenty-Five Thousand Dollars (\$25,000) and the City Engineer the authority to enter into budgeted contracts that do not exceed Twenty-five Thousand Dollars (\$25,000). The proposed ordinance also establishes parameters for approval of contract amendments for contracts that have been approved by the City Council and included in the City's budget.

## **3. DISCUSSION OF ISSUE:**

T.M.C. Section 2-7-08 currently authorizes the City Manager to enter into contracts, without City Council approval, for the purchase of supplies or equipment or contracts for professional, consultant, and maintenance services where the amount of the contract does not exceed \$25,000.

The proposed ordinance will amend the T.M.C. to allow the City Manager to enter into contracts for the purchase of supplies or equipment or contracts for professional, consultant, and maintenance services that do not exceed \$100,000, provided the supplies, equipment, or services that form the basis of the contract are properly budgeted. Any contract exceeding \$100,000 will be presented to the City Council for approval.

The ordinance also establishes procurement authority for the Interim City Manager and City Engineer. The City Engineer and an Interim City Manager, in the absence



of a permanent City Manager, will be authorized to enter into contracts for the purchase of supplies or equipment or contracts for professional, consultant and maintenance services where the amount of the contract does not exceed \$25,000, provided the supply, equipment, or service has previously been included in the City's budget.

Finally, the proposed ordinance will amend T.M.C. Section 2-07-10 to clarify the process for revisions to contracts approved by the City Council. The proposed ordinance will allow the City Manager or Interim City Manager to approve amendments that do not exceed 10% of the contract price approved by the City Council. Any amendment exceeding 10% of the approved contract price must be submitted to the City Council for approval in the form of a contract amendment or supplemental agreement.

**4. BASIS FOR RECOMMENDATION:**

The intent of this amendment is to streamline the contracting process, provide the City Manager flexibility, and to avoid administrative delays for smaller value contracts.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

Staff does not anticipate significant fiscal impacts on the City resulting from the adoption of this ordinance. The ordinance limits the authority of the City Manager and City Engineer to enter into contracts for supplies, equipment, and services that are already included in the budget.

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

The Ordinance does not constitute a project under the California Environmental Quality Act (Pub. Resources Code, §§ 21065, 21080.)

**8. ALTERNATIVES:**

- A. Continue introduction of the ordinance for first reading to the next regularly scheduled Council meeting with changes or revisions as provided by the Council.
- B. Reject the ordinance for first reading.

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

**IN THE MATTER OF AMENDING THE TURLOCK }  
MUNICIPAL CODE TITLE 2, CHAPTER 7, }  
SECTION 08, REGARDING BIDDING }  
REQUIREMENTS AND SECTION 10, }  
REGARDING APPROVAL OF CONTRACT }  
AMENDMENTS BY THE CITY MANAGER }**

**ORDINANCE NO. -CS**

**WHEREAS**, Turlock Municipal Code Title 2, Chapter 7 sets forth the City's purchasing system; and

**WHEREAS**, the City Council desires to amend the Turlock Municipal Code to increase purchasing efficiency; and

**WHEREAS**, the amendments to the Turlock Municipal Code clarify when purchases, contracts, and amendments to previously approved contracts require City Council approval, and provides a distinction for projects that have been approved or budgeted for in the budget approval process; and

**WHEREAS**, the City Council desires to amend the City's procurement policy by increasing the City Manager's procurement authority and providing limited procurement authority to an Interim City Manager or City Engineer.

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

**SECTION 1. AMENDMENT:** Title 2, Chapter 7, Section 2-07-08, is hereby amended to read as follows:

**Chapter 2-07 PURCHASING SYSTEM**

**2-07-08 Bidding Requirements**

[...]

(e) The City Manager is authorized to enter into contracts for the purchase of supplies or equipment or contracts for professional, consultant, and maintenance services where the amount of the contract does not exceed ~~Twenty-Five Thousand and no/100ths (\$25,000.00)~~ One Hundred Thousand and no/100ths (\$100,000.00) Dollars, or such other amount as the City Council may designate by resolution. Where the amount of any such contract exceeds ~~Twenty-Five Thousand and no/100ths (\$25,000.00)~~ One Hundred Thousand and no/100ths (\$100,000.00) Dollars, or such other amount as the City Council may designate by resolution, the contract shall be approved by the City Council.

(1) All contracts authorized by the City Manager pursuant to this section shall be subject to the current appropriation and allocation of funds by the City Council

in the current fiscal year budget or a funding resolution specific to a specific contract(s).

(2) The City Manager shall have the authority to approve in writing any amendment directing an addition, deletion, or revision in such contract, including, without limitation, contract price, plans, specifications, and the nature or quality of services, equipment, supplies or work, to the extent such amendment does not result in the contract price exceeding \$100,000.

(3) In an emergency engendering the lives, property or welfare of the people of the City or the property of the City, the City Manager may authorize the expenditure of any unencumbered moneys, notwithstanding the fact that such moneys may not have been appropriated for such purpose, to the extent that other moneys have not been appropriated or are otherwise unavailable.

(f) In the event of the absence of a permanent City Manager, the Interim City Manager is authorized to enter into contracts for the purchase of supplies or equipment or contracts for professional, consultant, and maintenance services where the amount of the contract does not exceed Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, or such other amount as the City Council may designate by resolution, provided there exists an unencumbered appropriation in the fund account against which such contract is to be charged.

(g) The City Engineer is authorized to enter into contracts for the purchase of supplies or equipment or contracts for professional, consultant, and maintenance services where the amount of the contract does not exceed Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, or such other amount as the City Council may designate by resolution, provided there exists an unencumbered appropriation in the fund account against which such contract is to be charged.

**SECTION 2. AMENDMENT:** Title 2, Chapter 7, Section 2-07-10, is hereby amended to read as follows:

## **Chapter 2-07 PURCHASING SYSTEM**

### **2-07-10 Approval of Contract Amendments by the City Manager**

(a) (1) After the effective date of any contract approved by the City Council for the purchase of supplies or equipment or contracts for professional, consultant, and maintenance services, the City Manager or Interim City Manager shall have the authority to approve in writing any amendment directing an addition, deletion, or revision in such contract, including, without limitation, contract price, plans, specifications, and the nature or quality of services, equipment, supplies or work, subject to the following limitations:

(i) The cumulative dollar value of all such amendments relating to any one contract shall not exceed ten percent (10%) of the contract price approved by the City Council.

(ii) All amendments authorized by the City Manager or the Interim City Manager pursuant to this section must be accounted for as part of the City's current appropriation and allocation of funds in the current fiscal year budget or accounted for as part of an approved project or contract.

(2) Any amendment exceeding the limitations set forth in Subsection (1) shall be submitted to the City Council for approval in the form of a contract amendment or supplemental agreement. Such amendment or supplemental agreement shall set forth the amended contract price which will constitute the new contract price for the purposes of the authority for City Manager-approved amendments in accordance with Subsection (1).

**SECTION 3. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 4. ENACTMENT:** 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 10<sup>th</sup> day of December, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
AMY BUBLAK, Mayor

ATTEST:

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

# **City Council Staff Report**

**November 12, 2019**



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From: Douglas L. White, City Attorney  
Prepared by: Douglas L. White, City Attorney  
Agendized by: Michael I. Cooke, City Manager

## **1. POSSIBLE ACTION:**

- Resolution: Affirming the existing City of Turlock flag policy, adopted March 28, 2017
- Resolution: Amending the City of Turlock flag policy to permit third party flags on a community flagpole
- Resolution: Amending the City of Turlock flag policy to allow the City Council discretion to permit or deny third party flags as City flags and allow these flags to be flown on City-owned flagpoles as a form of government speech

## **2. SYNOPSIS:**

The Turlock City Council ("Council") has directed staff to present options to the City Council regarding past and present requests by members of the public to fly third-party flags (e.g., Assyrian, Portuguese and Pride flag, etc.) at City Hall or at other City owned facilities. City staff has prepared three (3) alternative resolutions that either affirm or revise the City's flag policy. Council action on this item will provide staff and City residents direction on what flags can be flown at City-owned facilities, what process, if any, the public would have to go through in order to have the City fly a third-party flag at City owned facilities and whether the City may construct or designate a community flagpole to fly third-party flags.

## **3. DISCUSSION OF ISSUE:**

### Background and Introduction

The City has recently received requests from third parties, past and present, to fly particular flags on City-owned flagpoles. Under the current flag policy, the City is prohibited from flying third party flags or flags requested by third parties. As a result of this policy, the City has refused requests to fly flags representing the

Assyrian and Portuguese community, two of the City's most prominent ethnic groups. At the September 10, 2019, Council meeting the Council heard public comment regarding the flying of the Pride flag. At that meeting Councilmember Nosrati requested that staff provide options on amending the City's flag policy to allow the flying of flags requested by third parties on City flagpoles and a legal analysis on the impact of any change to the City's existing flag policy.

### Government Speech and the First Amendment

The First Amendment does not require that a governmental entity allow speech equally at all places and at all times.<sup>1</sup> The City may control access to City-owned property for purposes of restricting speech under specific circumstances. However, once the City allows public expression on public property, the City cannot prohibit members of the public from using its property merely because the message can be construed as divisive or offensive.<sup>2</sup>

The City-owned flagpoles are under the exclusive control of the City and are currently not open for use by the public for speech purposes. The City can use the flag poles as a form of government expression, where the City is the speaker, known as the "government speech doctrine". The government speech doctrine recognizes that a government entity "is entitled to say what it wishes" and to select the views that it wants to express. Consequently, when the City *speaks*, through its decision to fly a flag, the City can restrict other types of speech that are contrary to the City's message.

At the same time, however, where the City intentionally opens a nonpublic forum (such as a City-owned flag pole) to allow public expression, the government speech protections must yield to the free speech rights of the speakers. Courts have held that a City flag pole becomes a "public forum" when the City allows private entities to fly their flags from those flag poles.<sup>3</sup> Once this happens, the City must give equal time to all speakers, and it cannot exclude the expression of disfavored viewpoints under the guise of government speech.<sup>4</sup>

### Advantages and Disadvantages to Proposed Resolutions

#### 1. Affirm the City's Existing Flag Policy

First, the City may affirm its existing flag policy. Under the current policy, third party flags are not permitted. While this policy limits the flag displays to only the U.S. Flag, State Flag, Military Flags and City flags, it also precludes all flags associated with certain positions on social and political issues. This will minimize litigation

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<sup>1</sup> *Cornelius v. NAACP Legal Def. & Educ. Fund, Inc.* (1985) 473 U.S. 788, 800.

<sup>2</sup> See *Texas v. Johnson* (1989) 491 U.S. 397, 411.

<sup>3</sup> *Sons of Confederate Veterans, Virginia Division v. City of Lexington, Va.* (W.D. Va. 2012) 894 F.Supp.2d 768.

<sup>4</sup> *Matal v. Tam* (2017) \_\_\_\_ U.S. \_\_\_\_; 137 S. Ct. 1744, 1758.



risks and uncertainty while still treating all positions and viewpoints the same. Affirming the existing policy will also ensure uniformity in its application, so that that any actions the City takes going forward are consistent with actions it has taken in the past with respect to third party flag requests.

## **2. Create a Community Flagpole**

This option will allow third parties to fly flags on City-owned or controlled property that it specifically dedicates for this purpose, such as a community flagpole. A community flagpole would allow the greatest amount of inclusiveness but it will also require the City to be neutral on the content of the flags flown.

Under the First Amendment, a community flagpole would be considered a limited public forum, and thus the City may not permit it to be used to favor one viewpoint over another. The City cannot prevent the public from using the property for expression based on the content of the message.<sup>5</sup> Thus, the City cannot deny any requests to fly a flag viewed as divisive or offensive (including, for instance, requests from groups to fly a "Straight Pride" flag, a Confederate flag, or any other flags). Any attempt by the City to limit speech under these circumstances would likely be interpreted as impermissible viewpoint discrimination under the First Amendment.

## **3. Allow Third Party Flags on City Flagpoles as Government Speech**

Under this last option, the City may adopt additional City flags or approve the flying of certain flags under the government speech doctrine. This will open City flagpoles to more inclusiveness but will also place the City in a position of choosing which topics and viewpoints it will permit to be communicated on City flagpoles. As such, this option raises some legal uncertainties and litigation risks.

There are many cities nationwide that have approved flying commemorative flags at the request of third parties under the authority of the government speech doctrine. Cities such as Sacramento, Antioch, Laguna Beach, Costa Mesa, Santa Ana, Fullerton, Tracy, and Anaheim, for instance, have adopted resolutions and ordinances to authorize the flying of the Pride flag at city facilities, but only during or around Pride month. These resolutions are a proper expression of the cities' official sentiments (i.e., government speech), and while the decision to fly the flag does open up city-owned flagpoles to the public as a limited forum for free expression, the city may close that limited forum whenever it wishes.<sup>6</sup>

The constitutionality of a city's decision to take a position on social matters through flying a flag while restricting competing viewpoints has not been tested in the

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<sup>5</sup> *Cornelius*, *supra*, 473 U.S. at 800.

<sup>6</sup> *Currier v. Potter* (9th Cir. 2004) 379 F.3d 716, 728; See also *Santa Monica Food Not Bombs v. City of Santa Monica* (9th Cir. 2006) 450 F.3d 1022, 1031-32.

courts. If the City were to allow a flag affiliated with a particular topic or group, without providing the same opportunity for other groups, the City could be exposed to lawsuits<sup>7</sup> from other groups whose previous flag requests the City denied.<sup>8</sup> This litigation risk would compound if others seeking to communicate an unpopular viewpoint that opposes the City's chosen viewpoint are denied equal access.<sup>9</sup>

### Proposed Resolutions

Staff has prepared three alternatives for the Council's consideration:

1. *Affirm the City's existing flag policy.* A copy of the existing policy is attached as **Exhibit A**.
2. *Authorize the City to erect or create a community flagpole that will be open to the public.* The council can adopt a resolution to approve a location within the City for the public to represent various viewpoints and ideas as permitted under the First Amendment and erect or create a community flagpole that will be open to the public.
3. *Allow the City discretion to permit or deny third party flags on City-owned flagpoles as a form of government speech.* The Council can adopt a resolution allowing the City discretion to adopt third party flags as City flags and allow these flags to be flown on City-owned flagpoles as a form of government speech.

### 4. **BASIS FOR RECOMMENDATION:**

These alternatives provide the Council options to allow speech by third parties through the use of the City's flagpoles.

### 5. **FISCAL IMPACT:**

None at this time.

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<sup>7</sup> See *Confederate Veterans, supra*, 894 F.Supp.2d at 776 ("The city that cracks the door to private expression on flag poles practically invites litigation from other groups whose messages it would rather not hoist above the city. Related to that point, private expression might eventually so dominate city flag poles as to swallow whole the flag poles' actual, official purposes.")

<sup>8</sup> The groups whose requests were previously denied may raise claims for violations of free speech, equal protection, and due process under the First and Fourteen Amendments, given the City's denials of their prior requests to fly their respective flags. Should the City rely upon the government speech doctrine to justify its denial of these groups' prior requests yet claim the same ground for approving the Pride flag or any other third-party request, the litigation risk only increases.

<sup>9</sup> One notable example is the controversial National Straight Pride Coalition group, which actively seeks to counter LGBTQ causes through their own expressive activities, whose recent demonstration in Modesto raised concerns over public safety and lack of insurance coverage for the event. See <https://www.newsweek.com/national-straight-pride-coalition-modesto-parade-permit-1454345>



**6. CITY MANAGER'S COMMENTS:**

Recommend Council discussion.

**7. ENVIRONMENTAL DETERMINATION:**

The California Environmental Quality Act ("CEQA") requires environmental review only if a public agency action constitutes a "project." (Pub. Res. Code § 21065.) Adopting a resolution amending the flag policy does not constitute a project pursuant to CEQA. Adopting a resolution amending the flag policy does not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Code Regs., tit. 14, § 15064, subd. (d).)

**8. ALTERNATIVES:**

- A. Adopt a resolution affirming the existing flag policy.
- B. Adopt a resolution amending the City's flag policy to permit third party flags on a community flagpole.
- C. Adopt a resolution amending the City's flag policy to permit the City, upon request by a third party and approval by a majority vote by the Council, to permit or deny the flying of third-party flags at City hall and other City facilities.
- D. Continue the item to a later meeting of the City Council with direction to staff to return with additional analysis and revisions to the City's flag policy.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AFFIRMING THE }  
EXISTING CITY OF TURLOCK FLAG POLICY, }  
ADOPTED MARCH 28, 2017 }

RESOLUTION NO. 2019-

**WHEREAS**, the City of Turlock ("City") currently has a flag policy that permits the flying of the United States, California, Military, and City Flags on City flagpoles; and

**WHEREAS**, the current policy also allows the flying of commemorative flags only when approved by the City Council ("Council"); and

**WHEREAS**, the City has an interest in ensuring that flags flown on City flagpoles present the City in a positive and professional manner; and

**WHEREAS**, by restricting the flags flown on City flagpoles to the United States, California, Military, and City flags, the City can prohibit flags that do not present the City in a positive and professional manner on City flagpoles, including flags that can be construed as divisive and offensive.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby affirm the existing City of Turlock flag policy, adopted March 28, 2017 in its entirety, attached hereto as Exhibit A.

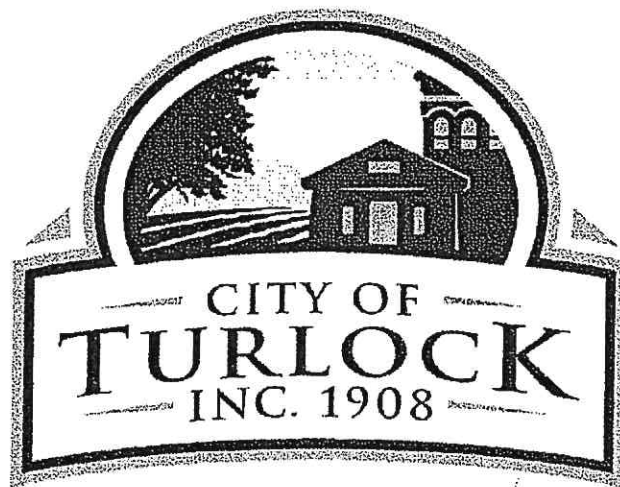
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

# **CITY OF TURLOCK FLAG POLICY**



Adopted 03/28/2017

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## **Article I. Introduction**

### ***Section 1.01 Goal***

The City of Turlock's (City) goal for the display of flags is to ensure proper flag etiquette at City facilities while promoting patriotism in the community. The display of flags shall support the objectives of the City and present the City in a positive and professional manner.

### ***Section 1.02 Purpose***

The purpose of this policy is to establish that the Flag of the United States of America (US Flag), the Flag of the State of California (State Flag), Military Flags and City of Turlock Flags including the City's Public Safety Flags (hereinafter referred to as "Other Flags") are encouraged and approved for display at City facilities.

### ***Section 1.03 Applicability***

This policy applies to all flags identified herein that are flown at City facilities.

### ***Section 1.04 1,000 Flags Initiative***

The US Flag is a symbol of pride and freedom for all Americans. To encourage patriotism and appreciation for our Country, the City of Turlock has a city-wide 1,000 Flags Initiative encouraging the display of the US Flag in our community on residential homes, businesses, civic organizations and along identified corridors within the City from Memorial Day to Veterans Day. Refer to the City of Turlock's 1,000 Flags Initiative for more information. The display of the US Flag encouraged through the initiative shall follow the guidelines set forth in the flag policy.

### ***Section 1.05 References***

United States Code (U.S.C.A.), Title 4  
United States Code (U.S.C.A.), Title 36  
California Government Code, Sections 430-439

## **Article II. General Provisions**

### ***Section 2.01 Policy***

The City's policy relative to the display of the US Flag, the State Flag, the Military Flags and other flags at City facilities shall be in accordance with United States Code (U.S.C.A.), Title 4 and Title 36 and California Government Code, Sections 430-439.

### ***Section 2.02 Display***

- 2.02.1 The US Flag together with the State Flag shall be displayed daily at major City operated facilities. Locations at which the Flags are to be displayed include, but are not limited to, City Hall, Public Safety Facility, Fire Stations located inside city limits,

## City of Turlock Flag Policy

Corporation Yard, Senior Center and other City property where flagpoles exist, e.g., certain City parks.

- 2.02.2 When the US Flag, State Flag, and Military Flag(s) are displayed with other flags, the US Flag shall be placed in the position of first honor at all times and the State Flag shall be placed in the position of second honor.
- 2.02.3 The US Flag and State Flag shall be displayed only from sunrise to sunset if illumination is not provided. If properly illuminated, the Flags may be displayed twenty-four (24) hours per day.
- 2.02.4 The US Flag and State Flag shall not be displayed on days when the weather is inclement, except when all-weather Flags are utilized.
- 2.02.5 Flags displayed on the same halyard shall have the US Flag at the peak, with the State Flag directly below the US Flag in such a manner as not to interfere with any part of the US Flag. All other flags shall be displayed at a position subordinate to the State Flag.
- 2.02.6 When the US Flag and State Flag are displayed at the same time on a separate flagpoles, the staffs shall be of equal height, the flags shall be of equal size, and the State Flag shall be positioned to the US Flag's left. The US Flag shall be hoisted first and lowered last.
- 2.02.7 The US Flag and State Flag, and any other displayed flag adjacent to these, shall be flown at half-staff during any of the following circumstances:
  - During a national day of mourning or remembrance as declared by the President of the United States. The period of time that the Flags remain at half-staff shall be determined by Presidential order.
  - During a state day of mourning or remembrance as declared by the Governor of the State of California. The period of time that the Flags remain at half-staff shall be determined by gubernatorial order.
  - On Memorial Day each year, the Flags shall be displayed at half-staff until noon only, then raised to the top of the staff.
  - Thirty (30) days from the death of the President or a former President; ten (10) days from the day of death of the Vice President, the Chief Justice or a retired Chief Justice of the United States, or the Speaker of the House of Representatives; from the day of death until interment of an Associate Justice of the Supreme Court, a Secretary of an executive or military department, a former Vice President, or the Governor of a State, territory, or possession; and on the day of death and the following day for a Member of Congress.

- By order, and for the period prescribed, by the Turlock City Council.
- Upon the death of a current or former City of Turlock Councilmember or upon the death of a current employee of the City, Stanislaus County, or Turlock Rural Fire Department who dies as a result of injuries sustained in the line of duty. The Flags shall remain at half-staff from the time of death until interment.
- An occasion befitting a local day of mourning or remembrance as determined by the City Manager of the City of Turlock. The length of time that the Flags remain at half-staff shall be prescribed by the City Manager.
- When displayed at half-staff, the US Flag and State Flag shall be first hoisted to the peak for a moment and then lowered to the half-staff position. The Flags shall be again raised to the peak before they are lowered for the day. When displayed from adjacent staffs, the US Flag shall be raised and lowered first.

2.02.8 No other flag shall be displayed above the US Flag.

2.02.9 When the US Flag is displayed over the middle of the street, the flag should be suspended vertically with the union (blue field) to the north in an east and west street, or to the east in a north and south street

2.02.10 When the US Flag is displayed with another flag from crossed staffs, the US Flag should be on the right (the flag's own right, the observer's left) and its staff should be in front of the staff of the other flag.

2.02.11 The City of Turlock recognizes that any rule or custom pertaining to the display of the US Flag may be altered, modified, or repealed, or additional rules with respect thereto may be prescribed, by the Commander in Chief of the Armed Forces of the United States, whenever deemed to be appropriate or desirable. Any such alteration or additional rule shall take precedence over the practices set forth in this policy.

### ***Section 2.03 Disposal of US Flag or State Flag***

When the US Flag or State Flag, deteriorates to such a condition that it no longer serves as a fitting emblem of display, it shall be destroyed in a dignified manner, preferably by burning. All fire stations are flag disposal sites.

### ***Section 2.04 Display of Flags Outside City Hall***

The three (3) flags displayed in front of City Hall shall be reserved only for the display of the US Flag, State Flag and City of Turlock Flag. The US Flag shall be displayed in first position of honor at the highest point in the center. The State Flag shall be displayed in second position of honor to the right of the US Flag. The City of Turlock Flag shall be placed in the third position to the left of the US Flag.

***Section 2.05 Display of Flags Outside the Public Safety Facility***

- 2.05.1 The three (3) flags displayed in front of Public Safety Facility shall be reserved only for the display of the US Flag, State Flag and City of Turlock Public Safety Flag. The US Flag shall be displayed in first position of honor at the highest point in the center. The State Flag shall be displayed in second position of honor to the right of the US Flag. The City of Turlock Public Safety Flag shall be placed in the third position to the left of the US Flag.
- 2.05.2 The five (5) flags displayed on the corner roundabout of the Public Safety Facility shall be reserved only for the display of the United States Military Flags. The United States Military Flags shall be displayed in the following order, US Army, US Marine Corp, US Navy, US Air Force and US Coast Guard. In any period, such as in wartime, where the US Coast Guard is operating as part of the US Navy, the US Coast Guard Flag would precede the US Air Force Flag. The flagpole immediately opposite the main entrance is the start of the circle and flags should be displayed in a clockwise order.

***Section 2.06 Display of Flags Inside City Hall and Other Facilities***

If the US Flag is displayed in a lobby area it must be displayed in the first position of honor. This position is on the left side of the lobby upon entrance.

***Section 2.07 Display of Flags in the City Council Chambers***

The US Flag, State Flag and City Flags shall be the only Flags displayed in the City Council Chambers. The US Flag shall be displayed in the first position of honor. This position is on the Mayor and City Council's right as they face the audience. The State Flag shall be displayed in the second position of honor. This position is on the Mayor and City Council's left as they face the audience. City Flags shall be displayed to the left of the State Flag, to the Mayor and City Council's far left as they face the audience.

***Section 2.08 Display of Flags at the War Memorial Canon at Central Park***

The US Flag, United States Military Flags and the POW/MIA Flag shall be the only Flags displayed at the Canon. The US Flag shall be displayed in the first position of honor, in the center at the highest point. The US Army Flag shall be displayed to the right of the US Flag. The US Marine Corp Flag shall be displayed to the left of the US Flag. The US Navy Flag shall be displayed to the right of the US Army Flag. The US Air Force Flag shall be displayed to the left of the US Marine Corp Flag. The US Coast Guard Flag shall be displayed to the right of the US Navy Flag. The POW/MIA Flag shall be displayed to the left of the US Air Force Flag. Facing the US Flag reading from left to right the order is US Coast Guard, US Navy, US Army, US Flag (at the center and highest point), US Marine Corp, US Air Force and POW/MIA Flag. In any period, such as in wartime, where the US Coast Guard is operating as part of the US Navy, the US Coast Guard Flag would precede the US Air Force Flag.



***Section 2.09 The City's Flagpoles***

- 2.09.1 The City's flagpoles are not intended to serve as a forum for free expression by the public. The City's flagpoles are to be used exclusively by the City, where the City Council may display a commemorative flag as a form of government expression. The City will not display a commemorative flag based on a request from a third Party, nor will the City use its flagpoles to sponsor the expression of a third party.
- 2.09.2 It is not the practice of the City of Turlock to accept third party requests to display any flag. If a third party is wanting to do a display for a commemorative, cultural or other purpose, they may refer to the City of Turlock's Public Art Policy and consider doing a display in the designated area on the second floor of City Hall.

***Section 2.10 Purchasing of Flags***

The City may only purchase US Flags and State Flags made in the United States of America.

***Section 2.11 Definitions***

Half-Staff – The position of the Flag when it is one-half the distance between the top and bottom of the staff.

Executive or Military Department – Any agency listed under Sections 101 and 102 of Title 5, United States Code.

Member of Congress – A Senator, Representative, Delegate, or the Resident Commissioner from Puerto Rico.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE }  
CITY OF TURLOCK FLAG POLICY TO PERMIT }  
THIRD PARTY FLAGS ON A COMMUNITY }  
FLAGPOLE }  
\_\_\_\_\_ }

RESOLUTION NO. 2019-

**WHEREAS**, the City of Turlock ("City") currently has a flag policy that permits the flying of certain flags at City Hall and other City facilities; and

**WHEREAS**, the current policy also allows the flying of commemorative flags but only when approved by the City Council ("Council"); and

**WHEREAS**, the City values community involvement through the freedom of expression; and

**WHEREAS**, the City desires to provide a location within the City for the public to represent various viewpoints and ideas to the extent permitted under the First Amendment; and

**WHEREAS**, the Council desires to amend the City's current flag policy to authorize City staff to erect or create a community flagpole that will be open to the public.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby direct City staff to establish a community flagpole for use by the public, subject to the City's administrative rules and procedures.

**BE IT FURTHER RESOLVED** that the City Council of the City of Turlock does hereby direct City staff to amend the City of Turlock flag policy to reflect the establishment of a community flagpole, which shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

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

**IN THE MATTER OF AMENDING THE  
CITY OF TURLOCK FLAG POLICY TO ALLOW  
THE CITY COUNCIL DISCRETION TO PERMIT  
OR DENY THIRD PARTY FLAGS AS CITY  
FLAGS AND ALLOW THESE FLAGS TO BE  
FLOWN ON CITY-OWNED FLAGPOLES AS A  
FORM OF GOVERNMENT SPEECH**

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**RESOLUTION NO. 2019-**

**WHEREAS**, the City of Turlock ("City") currently has a flag policy that permits the flying of the United States, California, Military, and City flags on City flagpoles; and

**WHEREAS**, the current policy also allows the flying of commemorative flags but only when approved by the City Council ("Council"); and

**WHEREAS**, the City has an interest in ensuring that flags flown on City flagpoles present the City in a positive and professional manner; and

**WHEREAS**, the City also has an interest in providing a venue for the public to represent themselves by flying flags that represent their community; and

**WHEREAS**, pursuant to the government speech doctrine, the City is entitled to say what it wishes and to select the views it wishes to express, and thus may express certain positions and viewpoints to the exclusion of other positions and viewpoints without violating the First Amendment; and

**WHEREAS**, by allowing flags requested by third parties to be flown on City flagpoles in addition to the United States, California, Military, and City flags currently permitted by the City's flag policy, the City may exercise its right to express its own views on any given issue as it sees fit under the government speech doctrine; and

**WHEREAS**, in order to allow the City Council discretion under the government speech doctrine to permit or deny requests from third parties to fly their flags on City-owned flagpoles in addition to the United States, California, Military, and City flags, the Council must amend the City's flag policy.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of Turlock does hereby direct City staff to amend the City of Turlock flag policy to reflect that City Council shall have discretion to permit or deny requests from third parties to fly their flags on City-owned flagpoles in addition to the United States, California, Military, and City flags.

**BE IT FURTHER RESOLVED** that the City Council of the City of Turlock does hereby permit the City Council the discretion to permit or deny requests from third parties to fly their flags on City-owned flagpoles in addition to the United States, California, Military, and City flags, as a valid exercise of the City's right to express its own views on any given issue as it sees fit under the government speech doctrine.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2019, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

# City Council Staff Report

## November 12, 2019



9B

From: Michael I. Cooke, Interim City Manager  
Prepared by: Michael I. Cooke, Interim City Manager  
Agendized by: Michael I. Cooke, Interim City Manager

### 1. ACTION RECOMMENDED:

Motion: Directing staff to conduct community engagement and solicit feedback on how to best address the City's long-term financial stability, including, but not limited to a potential local tax measure on the November 2020 ballot

### 2. SYNOPSIS:

Directing staff to conduct community engagement and solicit feedback on how to reduce expenses and increase revenues to address the City's long-term financial stability.

### 3. DISCUSSION OF ISSUE:

While revenues have increased over time, they have been unable to keep up with increased expenses<sup>1</sup>. During the adoption of this year's 2019-20 budget, the City Council was tasked with creating a balanced budget, reducing expenses by \$4,397,833. This year's balanced budget reversed a multi-year trend of deficit spending, as summarized by the following table:

Year	Restricted	Reserve to \$6.5 M	Unassigned	Total
2013-14	\$2,109,159	\$4,390,841	\$8,429,457	\$14,929,457
2014-15	\$2,301,272	\$4,198,728	\$118,566	\$6,618,566
2015-16	\$2,460,759	\$4,039,241	\$2,633,002	\$9,133,002
2016-17	\$2,541,641	\$3,958,359	\$4,581,071	\$11,081,071
2017-18	\$2,765,399	\$3,734,601	\$3,354,531	\$9,854,531
2018-19	\$3,031,125	\$3,468,875	\$500,825	\$7,000,825
2019-20	\$3,031,125	\$3,468,875	\$502,426	\$7,002,426

<sup>1</sup> For instance, in 2019-2020, CalPERS expenses increased \$531,244, there were \$467,500 of approved salary increases, and a transfer of \$273,569 to Fund 502 (Engineering) to cover the general costs of operation.

In this year's Draft Memorandum of Internal Control (9/13/2019), the City's auditors, Maze and Associates, noted that the City had stopped dipping into its reserves but cautioned "...if deficit spending were to continue, it reduces the likelihood that the City will be able to continue as a going concern..."

While deficit spending ended this year, there are still some significant outstanding liabilities for the General Fund which must be addressed. These liabilities have an adverse impact on the City's fiscal outlook. For instance, the auditors note that there are deficits in the Engineering Fund 502 (\$2.5 million) and Landscape Assessment Fund (\$2.2 million). The Council must develop payment plans to eliminate these deficits over time.

Further, the City's reserve policy may require additional analysis. Right now, Council policy is to maintain reserves at a static \$6.5 million, of which seven percent (7%) of the total General Fund is "restricted." While there is no official goal for the size of a reserve, it is not uncommon for communities to adopt a reserve goal of 25% of General Fund expenditures. Utilizing a percentage allows the reserve to fluctuate over time based on the size of the General Fund. Turlock's reserve is currently 16% of the General Fund which does not account for the significant outstanding liabilities noted above.

### ***2019-2020 Budget Impacts***

In order to develop a balanced budget in 2019-20, sixteen (16) positions in the General Fund were defunded:

- five (5) Police Department
- three (3) Fire Department
- four (4) Development Services Department
- four (4) Parks, Recreation and Public Facilities Maintenance Department

Other cost cutting measures included, but were not limited to:

- Police: overtime reduced by \$285,000
- Fire: overtime reduced by \$400,000
- Purchases of vehicle and equipment temporarily deferred
- Police: reduced officers on patrol at certain times, reduced special assignments, reduction in responsiveness for non-emergency calls (particularly at end of shift), special events canceled (reduced community outreach), dispatch shortages, reduced traffic safety enforcement, probation and parole compliance.
- Fire: reduced daily staffing, use of two-man Light Rescue Vehicle (LRV), occasional station brownouts, limited support to Fire Marshal, adverse impacts to Development and Neighborhood Services
- Parks and Recreation: reduced park maintenance, reduced building maintenance, customer service counter closed daily from 8am-12pm

- Development Services: no traffic engineering, customer service counter closed daily from 8am-12pm

The adopted budget is a tight one and leaves little room for unexpected issues or discretionary activities. So far, due to fiscal discipline in all Departments, General Fund expenses have generally been tracking on target. See the following table for a snapshot:

<b>General Fund Expenses to Date Fiscal Year 2019-20</b>	
October 2019	33%
Administration	31%
Police	28%
Fire	30%
Planning	20%
Public Facilities	27%
Parks	29%
Recreation	34%
<b>Total General Fund</b>	<b>29%</b>

The Council needs to be aware, however, that in order to provide minimum services, the Police and Fire Chiefs have been using salary savings from vacant positions to pay additional overtime expenses to “backfill” the workload created by these vacancies. For instance, in the Fire Department, there is no recruitment for a permanent Chief. The resulting salary savings are being used to pay for overtime of frontline personnel to avoid station brownouts.

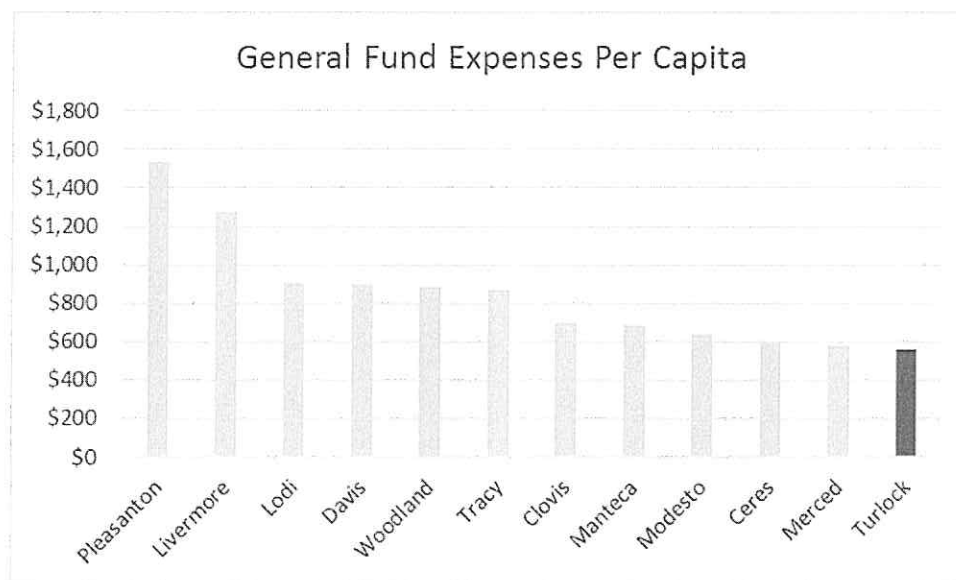
### ***Comparison Cities***

Over the years, the City has focused on creating a cost-efficient, full service local government agency without seeking supplemental sources of revenue. This has resulted in a number of cuts to services, particularly since the Great Recession, which are partially captured in Exhibit A.

The following table shows the General Fund expenditures for comparison cities in the region that are used to develop salary surveys and the like:

	<b>Total General Fund<sup>2</sup> Expenditures</b>	<b>Population</b>
<b>Modesto</b>	\$136,834,196	214,221
<b>Pleasanton</b>	\$127,854,638	83,007
<b>Livermore</b>	\$104,224,080	90,295
<b>Tracy</b>	\$83,244,543	90,889
<b>Clovis</b>	\$76,400,000	109,691
<b>Davis</b>	\$60,085,568	68,986
<b>Lodi</b>	\$59,328,360	65,884
<b>Woodland</b>	\$55,254,878	60,102
<b>Manteca</b>	\$52,508,952	79,268
<b>Merced</b>	\$50,322,408	83,081
<b>Turlock</b>	\$40,904,671	73,556
<b>Ceres</b>	\$28,700,676	47,166

The table above tends to show that the larger cities have larger General Fund budgets; this makes it a challenge to make comparisons between the agencies. Nevertheless, it is apparent that while Turlock's General Fund budget is the second smallest in the group, it is not the second smallest city in terms of population. When each city's budget is divided by its population, a more direct comparison is possible as it provides General Fund expenditures per capita.



<sup>2</sup> To create an apples-to-apples comparison, "General Fund" includes special revenue funds from sales tax and similar measures approved by the voters. As an example, Manteca voters approved Measure M, a public safety sales tax, which adds \$7.3 million to the city's annual revenue. It is accounted for in a separate fund but provides 18 police staff and 15 fire staff. Modesto has a utility users' tax which goes directly to the General Fund.



Turlock's General Fund expenses per capita are the lowest amongst comparison cities. While all employees constantly strive to reduce expenses, it is clear that Turlock is under-resourced compared to similar agencies. Further, to trim expenses, Turlock has made a number of decisions that are not sustainable and undermine the City's ability to be fiscally solvent in the long run. Examples include:

- Lack of capital and infrastructure investment: streets, government buildings, parks, and fire stations
- Reducing resources and customer service in Development Services; community and economic development is central to the City's financial success
- Failing to adequately segregate duties in Finance and Payroll due to a lack of staffing – this is an ongoing deficiency in the City's audits
- Inadequate reserves
- Outstanding liabilities in the Engineering and Assessment District Funds

Oftentimes, local government is encouraged to balance budgets solely on the expense side of the equation, particularly through benefit reductions. While PERS and healthcare remain significant expenses for the General Fund, it must be considered that these benefits are negotiated through a collective bargaining process. Furthermore, Turlock must be competitive with comparison agencies to attract and retain good quality employees. The City is seeing the signs of an employee recruitment and retention problem, as employees sense that Turlock is moving towards insolvency. This further exacerbates the City's ability to provide good levels of service which, in turn, adversely impacts the quality of life in our community.

If the City's financial picture does not change significantly over the next 12-18 months, significant reductions in services may be necessary. With so much at stake, it is important that the community weigh in and provide input on what level of service they desire in their community.

### ***Revenue Generating Opportunities***

Through community outreach, staff and Council will continue to seek all means of reducing expenses and increasing operational efficiencies. Nevertheless, it is appropriate for the community to be given the opportunity to weigh in on their appetite for increasing revenues.

Twice this year, on March 26<sup>th</sup> and July 9<sup>th</sup>, the Council received presentations from the Administrative Services Director and City Manager on potential revenue generating options for the Council to consider. No action was taken on those occasions.

Apart from Clovis, every comparison City has some type of special revenue measure to augment their General Fund expenditures. These are summarized in the table below:

	Sales Tax Measure	Utility Users Tax	Cannabis Revenue	Special Revenue(s) Totals	Total General Fund Revenues
<b>Modesto</b>	\$ -	\$ 21,329,733	\$ 5,398,490	\$ 26,728,223	\$ 138,380,659
<b>Pleasanton<sup>3</sup></b>	\$ 7,326,000	\$ -	\$ -	\$ 7,326,000	\$ 127,571,158
<b>Livermore<sup>3</sup></b>	\$ 12,184,920	\$ -	\$ -	\$ 12,184,920	\$ 115,533,043
<b>Tracy</b>	\$ 7,550,250	\$ -	\$ -	\$ 7,550,250	\$ 79,054,970
<b>Clovis</b>	\$ -	\$ -	\$ -	\$ -	\$ 76,430,500
<b>Davis</b>	\$ 8,679,000	\$ -	\$ 620,000	\$ 9,299,000	\$ 61,966,054
<b>Lodi</b>	\$ 5,200,000	\$ -	\$ -	\$ 5,200,000	\$ 59,605,690
<b>Manteca</b>	\$ 7,300,000	\$ -	\$ -	\$ 7,300,000	\$ 54,226,076
<b>Woodland</b>	\$ 8,199,900	\$ -	\$ 185,120	\$ 8,385,020	\$ 53,080,707
<b>Merced</b>	\$ 6,840,027	\$ -	\$ -	\$ 6,840,027	\$ 48,854,908
<b>Turlock</b>	\$ -	\$ -	\$ -	\$ -	\$ 40,906,272
<b>Ceres</b>	\$ 3,559,388	\$ 1,496,400	\$ 2,035,000	\$ 7,090,788	\$ 27,914,334

When staff presented options for revenue generating measures in March and July, no council action was requested. As this time, however, it is recommended that the Council provide definitive direction to the City Manager to begin the preliminary work on pursuing a ballot measure for November 2020.

Such a ballot measure gives voters a voice in determining the level of services and quality of life they desire in Turlock.

Again, as part of the process of community engagement and revenue augmentation, staff will still work with the community on a more efficient organization and ideas for savings throughout all City departments. This exercise of community engagement will determine the best ideas for improvement, provide opportunities for public input, and give citizens a voice in the alternative futures for their community.

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<sup>3</sup> The special sales tax revenues for Pleasanton and Livermore were estimates of their respective share of the 3% sales tax levied in Alameda County. In the cities' budgets, this revenue is not accounted for separately.

**4. BASIS FOR RECOMMENDATION:**

- A. While reducing expenses is a critical component in financial stability, a local tax measure would significantly improve the City's financial outlook.
- B. Significant service reductions have occurred over the past 10 years and more significantly in the past year. A ballot measure would afford Turlock voters the opportunity to make a conscious choice about the levels of service and quality of life they desire in their community.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

None at this preliminary stage, although there will be costs associated with any formal polling, placing a measure on the ballot, and engaging in public education. Such expenditures will be brought to the City Council for authorization pursuant to the City's purchasing rules and regulations.

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

- A. Council may choose not to proceed with community engagement regarding the City's long-term financial stability. This is not recommended as it is vital the City Council gain community input on expense reductions, revenue augmentations, levels of service and quality of life.

## Examples of Service Impacts Due to Budget Reductions

Police Department	Fire Department	Development Services Department	Parks, Recreation & Public Facilities Maintenance Department
Gang, weapon or narcotics investigations	Positions frozen: ·Training Chief position ·2 full time line positions	Customer service counter hours	Positions eliminated: ·1 Arts Facilitator ·1 Arts Coordinator ·1 Recreation Manager ·1 Part time Sports Coordinator ·1 Office Assistant ·1 Parks Worker ·2 Building Workers ·2 Part time Sports Workers
Patrol shifts		Inspection staffing	
Traffic Safety enforcements	Positions eliminated: ·2 inspectors ·1 prevention secretary ·1 Neighborhood Services supervisor ·1 Neighborhood Services secretary	Plan check staffing	
Service response		Code enforcement complaint response	
Downtown patrols		City website information updates	
CARE Team patrols		Zoning ordinance updates	
General overtime holiday patrols	Daily staffing levels	Municipal code updates/modifications	Park maintenance
Special event security	Training budget	Trainings and schools	General repairs
Parole compliance enforcements	4th of July patrols	Planning Commissioner conference	Fertilizing
Probation compliance enforcements	Fire Prevention Month presentations	Staff time management	Gopher control
Report preparation	Pre-fire plans	Pre-Development meetings	Squirrel control
Reprioritization of calls	Car seat program	Overtime usage	Weed control
Trainings and schools	Part time hours	Parks Master Plan update	Tree treatments
Non-response for certain types of crimes	Supply budget	Environmental studies for capital projects	City building painting
4th of July patrols	Abatement budget	Customer outreach	Customer complaint response
3rd person dispatcher OT		Employee evaluations	Equipment repairs
County Fair staffing		Interdepartmental meetings	Building maintenance
Background investigations		Records retention	Work orders
Recruitment activities		Land surveying services	Vandalism repairs
School safety events		Traffic engineering services	Grounds maintenance
Police Activities League program		Recruitment	Irrigation repairs
Blue Santa program		Office and field supplies	Playground repairs
Police Open House program		Part time hours	Trainings and schools
National Night Out		Asset replacement	Office hours
Neighborhood Watch Program			Professional memberships
			Activity guide flyers
			Recreation programs
			Part time hours

# **City Council Staff Report**

**November 12, 2019**



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From: Amy Bublak, Mayor

Prepared by: Douglas L. White, City Attorney

Agendized by: Michael I. Cooke, Interim City Manager

**1. POSSIBLE ACTION:**

Motion: Discussion and directing staff to evaluate cost-savings measures to increase fiscal efficiencies through resource sharing efforts with neighboring jurisdictions

**2. SYNOPSIS:**

The Turlock City Council ("Council") adopted its Fiscal Year 2019-20 budget earlier this year. As part of the budget approval process, the Council identified a goal of addressing historic budget shortfalls by evaluating all possible avenues, including increasing revenue and reducing City expenditures. The Mayor has requested this agenda item for Council discussion and possible direction to City staff to begin exploring cost-savings measures via a resource sharing model.

**3. DISCUSSION OF ISSUE:**

The City of Turlock is not alone in its efforts to address fiscal challenges. Increase in service costs and budgetary expenditures combined with stagnant revenue levels are problems facing many jurisdictions throughout the state. Each City department has looked for ways to reduce costs, such as holding funded positions vacant, restricting the use of overtime, eliminating travel, conferences and dues, as well as reviewing the revenues and costs associated with conducting certain discretionary programs. However, one cost-saving mechanism not yet fully explored is the possibility of contracting with nearby jurisdictions for essential services as a way to maximize fiscal efficiencies.

Direction from the Council may include an evaluation of each City department to determine the feasibility of contracting out services, either through contracts with consultants or vendors, or through cost-sharing arrangements with other public agencies. A few of the areas the City may consider include, but are not limited to: fire services, communications-dispatch, engineering, building inspections, and others. Under a resource sharing model, the City can contract for services on an

as-needed basis and spread the associated costs with other cities or the County through a mutually-agreeable arrangement.

**4. BASIS FOR RECOMMENDATION:**

City staff can begin exploring possible resource sharing options with neighboring cities and the County with direction from the Council.

**5. FISCAL IMPACT:**

City staff will incur staff time and resources to explore any options as directed by the Council. However, any ultimate fiscal impacts will depend on the Council's decisions after considering the results of staff's findings.

**6. CITY MANAGER'S COMMENTS:**

Recommend Council discussion.

**7. ENVIRONMENTAL DETERMINATION:**

The California Environmental Quality Act ("CEQA") requires environmental review only if a public agency action constitutes a "project." (Pub. Res. Code § 21065.) This item will not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Code Regs., tit. 14, § 15064, subd. (d).)

# City Council Staff Update

November 12, 2019



10A3

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To: Mayor and Councilmembers

From: Jennifer Land, City Clerk

Prepared by: Jennifer Land, City Clerk

Subject: Board, Commission, and Committee Vacancies – Community Development Block Grant (CDBG) Selection Committee

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Listed below are upcoming vacancies for the Community Development Block Grant (CDBG) Selection Committee that require appointment by the City Council:

BOARD/COMMISSION/COMMITTEE	DATE OF VACANCY	NUMBER OF VACANCIES
CDBG Selection Committee	12/31/19	Varies

Interested citizens may use the attached application “Citizens Desiring to Serve Their City” to apply for any of these positions. This application can also be obtained by visiting our website at [www.cityofturlock.org](http://www.cityofturlock.org) or by contacting Administrative Services at 156 S Broadway, Suite 230, Turlock, CA 95380 - Telephone Number (209) 668-5540.

Applications for the Community Development Block Grant (CDBG) Selection Committee must be received in the Office of the City Clerk no later than Friday, December 13, 2019 at 5:00 p.m.

Please be advised that appointments to this Committee will tentatively be made by the City Council at their regularly scheduled meeting of January 14, 2020.

Please also be advised that appointed Committee Members will be required to serve on January 29, 2020 (from approx. 8:00 a.m. – 5:00 p.m.) for the grant selection process.

For any questions regarding the application process or serving on any of our boards, commissions, and committees, please contact the Office of the City Clerk Office at (209) 668-5540 or [jland@turlock.ca.us](mailto:jland@turlock.ca.us).





JENNIFER LAND  
CITY CLERK

OFFICE OF THE CITY CLERK  
jland@turlock.ca.us

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

## CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate the board, commission, or committee applying for:  
*(more than one may be selected)*

\_\_\_\_\_ Parks, Arts & Recreation  
Commission

\_\_\_\_\_ Stanislaus County Local Task Force  
on Solid Waste

\_\_\_\_\_ Planning Commission

\_\_\_\_\_ Turlock Mosquito Abatement District  
Board of Trustees

\_\_\_\_\_ CDBG Community Grant Selection  
Committee

\_\_\_\_\_ Other \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

How long have you lived in Turlock? \_\_\_\_\_

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

\_\_\_\_\_  
Occupation: \_\_\_\_\_

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_



Education (highest school year completed, degrees, etc.): \_\_\_\_\_

Employment highlights: \_\_\_\_\_

Prior public service, if any: \_\_\_\_\_

Present and past community activities and organizations: \_\_\_\_\_

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

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

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

**Please return to:**

Jennifer Land, City Clerk  
City of Turlock  
156 S. Broadway, Suite 230  
Turlock, CA 95380  
(209) 668-5540, Ext. 1102

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

10C

## **City Council Staff Update**

**November 12, 2019**



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To: Mayor and Councilmembers

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

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

Subject: Building Activity and Transit Move Update

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The Development Services Department has the following update to report:

### Building Activity Year to Date

From January 2019 through October 2019, Staff has issued 1,177 building permits with the expected valuation of \$92,591,599. Compared to the historic yearly average (2012-2018) of 1,118 permits valued at \$56,619,451; the valuation of this years' building permits is anticipated to nearly double the historic yearly average. The City is on pace to issue nearly 100 new single family home permits; a metric that hasn't been met since 2008.

### Transit Move Update

As construction is nearing completion at the Roger K. Fall Transit Center, transit staff is preparing to move from City Hall into the new space. As the finishing details are completed, it is anticipated that transit staff will be in their new facility between Thanksgiving and Christmas. This move will co-locate transit staff with the transit contractor they supervise to operate Turlock Transit. This move will ensure close communication with the contractor as well as provide a more centrally located location for the public. The new facility not only provides location for staff and customer interactions, but also provides a medium-sized conference room that can be used for community meetings such as Short Range Transit Plan, community outreach and education, and a variety of other transit needs.