

City Council Meeting Agenda

Amendment No. 1
3/22/2024



March 26, 2024

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members

Kevin Bixel
Cassandra Abram

Rebecka Monez
Pam Franco (Vice Mayor)
**Joining via telephone at*
104 Middleton Place, Chapel Hill, NC 27416
209-427-8849

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

SPEAKER CARDS: To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any 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 and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1. **CALL TO ORDER**
2. **SALUTE TO THE FLAG**
3. **ROLL CALL AND DECLARATION OF CONFLICTS**
4. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, March 26, 2024**

Next City Council Resolution: 2024-033

Next Ordinance: 1311-CS

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.

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

- A. Presentation: Turlock Police Department Animal Services - Adoptable Pets
- B. Presentation: Willdan Energy Presentation (Fisher)
- C. Briefing: Police Department Project List Update (Hedden)
- D. Briefing: Communications Update (Sims)
- E. Briefing: Discuss goals with staff and provide direction regarding Fiscal Year 2024-2025 (Moreno)

6. 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.

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

8. 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. Motion: Accepting the Weekly demands of 03/01/2024 through 03/07/2024 in the amount of \$1,329,307.76, 03/08/2024 through 03/14/2024 in the amount of \$3,019,645.35 and the EFT Payment Register for 01/01/2024 through 01/31/2024 in the amount of \$5,897,468.81
- B. Motion: Accepting Minutes of the March 12, 2024 meeting of the City of Turlock Council
- C. Motion: Accepting the improvements and authorizing the City Engineer to file a Notice of Completion for "Les Chateaux" Subdivision, Project No. 14-76 (Morris)
- D. Resolution 2024-XXX: Approving an Agreement (City Contract No. 2024-132), in a form

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approved by the City Attorney, in an amount not to exceed \$181,250 (Fund 426) over a three (3) year term with TransTrack Systems, Inc., doing business as TransTrack Solutions Group, of Cedar Rapids, Iowa, for access to the web-based TransTrack Manager application, related professional services and support services in response to Request for Proposals No. 23-017 "Transit Web-based Data Management Platform and Related Services" and authorizing the City Manager to contract directly with TransTrack Solutions Group for additional modules or services in the future to meet the needs of the City, contingent on the availability of budgeted funds (York)

- E. Resolution 2024-XXX: Approving a Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to provide a safe and supportive environment through the Expanded Learning Opportunity Program for 2024 summer camp programs (Vargas)
- F. Resolution 2024-XXX: Rescinding Resolution No. 2022-181 and adopting an amended Conflict of Interest Code for the City of Turlock to update the list of designated employees and reporting categories for filing of the Fair Political Practices Commission (FPPC) Statement of Economic Interests Form 700 (Christel)
- G. Resolution 2024-XXX: Accepting the 2023 annual fire inspections for the City of Turlock to determine compliance performed by Turlock Fire Department as required by California Code of Regulations Title 19 (CCR T-19) 13146.4(a), Sections 13146.2 and 13146.3 (Bickle)

9. FINAL READINGS

10. PUBLIC HEARINGS

- A. Determining the approval of Rezone 2022-02, Planned Development 281 (Monarch Place) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines, Amending the Zoning Map of the City of Turlock, California attached to Title 9 of the Turlock Municipal Code [Rezone 2022-02, Planned Development 281 – (Monarch Place)] (Werner)

Recommended Action: Resolution 2024-XXX: Determining the approval of Rezone 2022-02, Planned Development 281 (Monarch Place) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines

Recommended Action: Ordinance 13XX: Introduction and first reading of an ordinance amending the Zoning Map of the City of Turlock, California attached to Title 9 of the Turlock Municipal Code [Rezone 2022-02, Planned Development 281 – (Monarch Place)]

11. ACTION ITEMS

- A. Motion: Approve Measure A Annual Accountability Report for the Fiscal Year 2022-2023 (Moreno)
- B. Resolution 2024-XXX: Approving an Agreement, in a form approved by the City Attorney, between the City of Turlock and Storer Transit Systems, Inc., of Modesto, California, for

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management and operation of transit services for the City of Turlock, operating as Turlock Transit, for a base term of five (5) years with two (2) one-year extension options, with compensation based on a combination of a fixed monthly fee and a variable revenue hourly fee as specified in the Agreement (York)

12. 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.

13. COUNCIL ITEMS FOR FUTURE CONSIDERATION

14. 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.

15. CLOSED SESSION

A. Conference with Legal Counsel – Initiation of Litigation, Cal. Gov't Code 54956.9(d)(4)“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist...Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.”
Potential Cases: One (1)

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(s): Three (3)

C. 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: Deputy City Manager Sarah Eddy

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employees Association

Employee Organization: Turlock Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Groups: Turlock Management and Confidential Employees

16. REPORTS FROM CLOSED SESSION

17. ADJOURNMENT

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DECLARATION OF POSTING

I, Nichole Fiez, Deputy City Clerk for the City of Turlock, certify that I caused to be posted a copy of the City of Turlock City Council Agenda for the Regular Meeting of Tuesday, March 26, 2024 at City Hall, 156 S. Broadway, Turlock, California, 95380 on Friday, March 22, 2024.

/s/Nichole Fiez

Nichole Fiez

Deputy City Clerk

Agenda Item 5A

Presentation

Turlock Police Department Animal Services

Adoptable Pets



City of Turlock

▶ Citywide Energy & Infrastructure Program *Investment Grade Audit – Phase 1*

March 2024



Agenda

01 Introductions

02 City of Turlock Program Goals

03 Efforts to Date

04 Program Review

05 Next Steps

City of Turlock Program Objectives



Reduce utility and operations costs



Complete needed deferred maintenance for roofing, HVAC, and WWTP



Improve systems performance, usability, reliability, and comfort



Capture savings, incentives, new revenue, and creative funding opportunities

TURLOCK
CITY HALL

Efforts to Date

- Energy RFQ process completed and Willdan selected in Spring 2023
- Investment Grade Audit Kick-Off in May 2023
- Citywide site investigations and staff interviews
- Citywide scopes evaluated include: Lighting, HVAC, Building Controls, Solar, Streetlighting, WWTP process upgrades, WWTP energy upgrades, water meter solution support
- Utility bill analysis completed
- Preliminary pricing, savings, and revenue generation exercises for all identified scope items
- Staff selection of scopes for further investigation. Scopes prioritized based on need and financial performance



Energy Program Process

Single Source Accountability • Collaborative Solution Development • Streamlined Project Delivery



Investment Grade Audit Phase 1

Preliminary Engineering Analysis

(Started May 2023)

- Identify Potential Scopes of Work
- Site Walks & Staff Interviews
- Utility Analysis
- Estimate Energy & Operational Savings
- Review Grants, Utility Incentives, and Financing
- Subcontractor Engagement & Scope Cost Estimation



Investment Grade Audit Phase 2

ASHRAE Level 3 Audit & Funding Solutions

(Targeting Completion in Fall 2024)

- Select Scopes of Work
- Determine Energy and Operational Savings
- Identify Off-Taker & Funding Solutions
- Develop Local Hiring Plan & Community Outreach Plan
- Complete Design & Competitive Procurement
- Complete M&V Plan



Project Implementation

Construction & Staff Training

(Targeting Start in Fall 2024)

- Turnkey Implementation of Selected Scopes
- Detailed Schedules and Site-Specific Safety Plans
- On-Site Willdan Project Management
- Extensive Commissioning of Systems
- Detailed Staff Training



Performance Maximization

M&V & Ongoing Support

(To Begin After Construction)

- Measurement & Verification of Energy Performance
- Finalize Incentives & Rebates
- Community Engagement
- Ongoing Maintenance or Staff Training (If Desired)



01

Recommend Scopes for Further Development

Building Lighting

HIGHLIGHTS

Existing Conditions

- The existing building lighting is varied and consists of incandescent, fluorescent, and high intensity discharge (HID) lamps
- Lighting controls are generally limited to manual switches and exterior timeclocks or photocells
- Some exterior lighting on during the daytime indicating timeclock errors or failed photocells

Proposed Solutions

- Comprehensive LED replacement of all non-LED lamps and fixtures at WWTP and City Buildings

Benefits

- Will improve the quality and consistency of lighting
- Long useful life will reduce ongoing maintenance requirements
- Will generate substantial utility savings over their lifetime



Existing HPS
Building Lighting

Existing Pin
Based Lighting



HVAC – Space Conditioning

HIGHLIGHTS

Existing Conditions

- Many of the existing HVAC assets are approaching or have past their expected useful lives

Proposed Solutions

- Address all short (3yr) and medium (5yr) term HVAC replacement needs identified by City Maintenance Staff at City Buildings and WWTP
- Approximately 185 tons of HVAC capacity to be replaced.
- Systems will be replaced but not redesigned. System sizing will be like for like

Benefits

- Decarbonizes a significant portion of city HVAC assets by replacing aging units with heat pumps where feasible
- Electrified heating will reduce related OpEx costs by taking advantage favorable TID rates and the improved efficiencies of heat pumps



Existing HVAC Equipment



Existing HVAC Equipment

Roofing

HIGHLIGHTS

Existing Conditions

- The roofing systems at many of the City Buildings and WWTP are degraded and failing

Proposed Solutions

- Surface preparation by repairing damage to decking and framing, re-roof with new TPO or PVC overlays

Benefits

- PVC membrane provides additional chemical resistance at WWTP
- New Roofs at:
 - City Hall
 - Municipal Building
 - WWTP Acid phase building
 - WWTP Admin building
 - WWTP Digester Control Building
 - WWTP Chlorine Building
 - WWTP Filter Pump Station
 - WWTP Primary Electrical Service
 - WWTP Recycled Water Pump Station #1 & 2



Existing Primary Electrical Building Roofing



Existing Chlorine Building Roofing

Solar PV at WWTP

HIGHLIGHTS

Existing Conditions

- Current annual electrical spend is ~\$1.8m/yr
- There are large tracts of available land adjacent to the WWTP that can be used for a ground mounted solar installation

Proposed Solutions

- Installation and interconnection of a 1.7MW DC (1MW AC) behind the meter solar array providing direct cost offset to the WWTP.
- Solution identified for siting over existing landfill
- Solution includes O&M for lifetime of the system
- While the site and plant can support a much larger system, TID imposes restrictions on systems over 1MW AC
- Land evaluation will be performed in IGA Phase 2 (wetland, flood zone, habitat constraints etc)

Benefits

- TID still utilizes rate structure which provides substantial economic benefit compared to elsewhere in the state
- Significant Federal incentives currently available
- Strong lifetime savings and positive cashflows will support other capital-intensive project measures



Preliminary
Array Layout



Example
Solution

02

Biogas Opportunity

Biogas Refinement and Monetization

HIGHLIGHTS

Existing Conditions

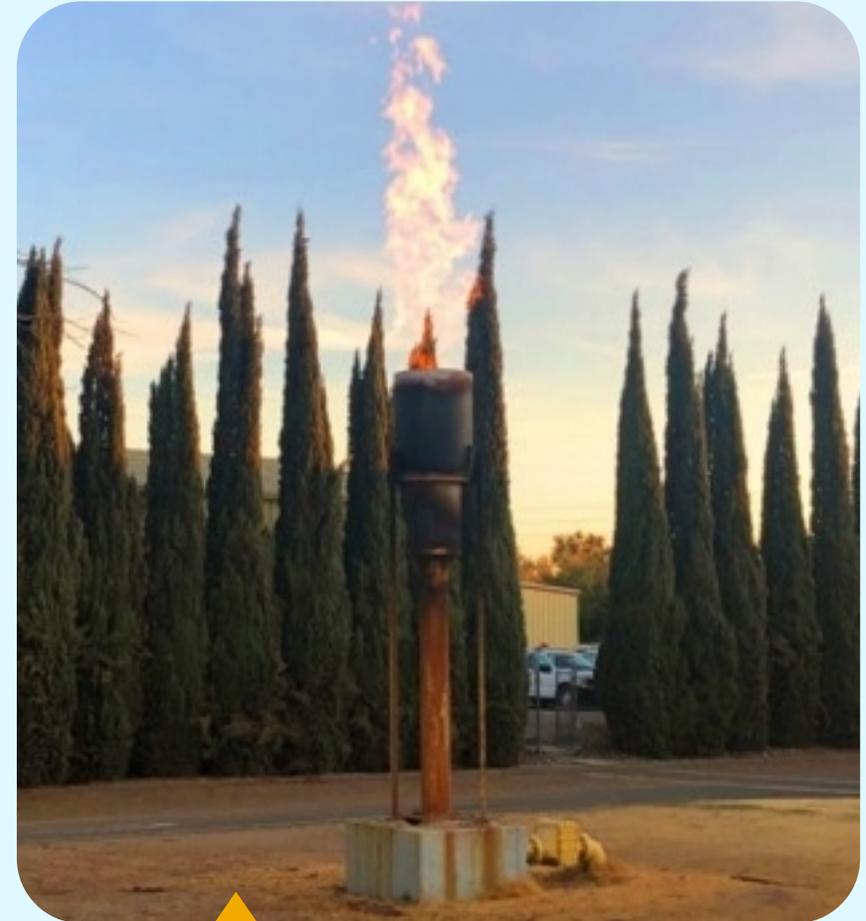
- The WWTP process generates a substantial amount of biogas.
- That biogas is currently being flared rather than utilized and provides negative value to the city

Proposed Solutions

- Clean and process biogas stream making it suitable for pipeline injection and sale

Benefits

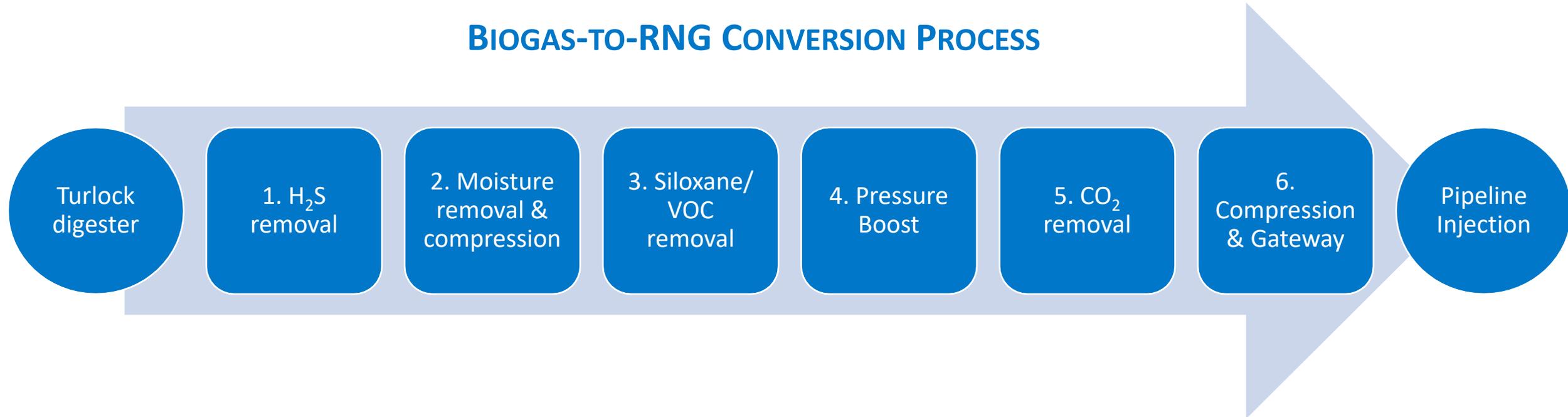
- RNG solution utilizes proven and available technology with a long history of success
- Strong Federal incentives plus significant revenue from established RIN and LCFS credit markets as well as commodity value of the gas
- Turns an operational cost into a revenue generating system
- Revenue from biogas creates funding mechanism for other WWTP infrastructure needs



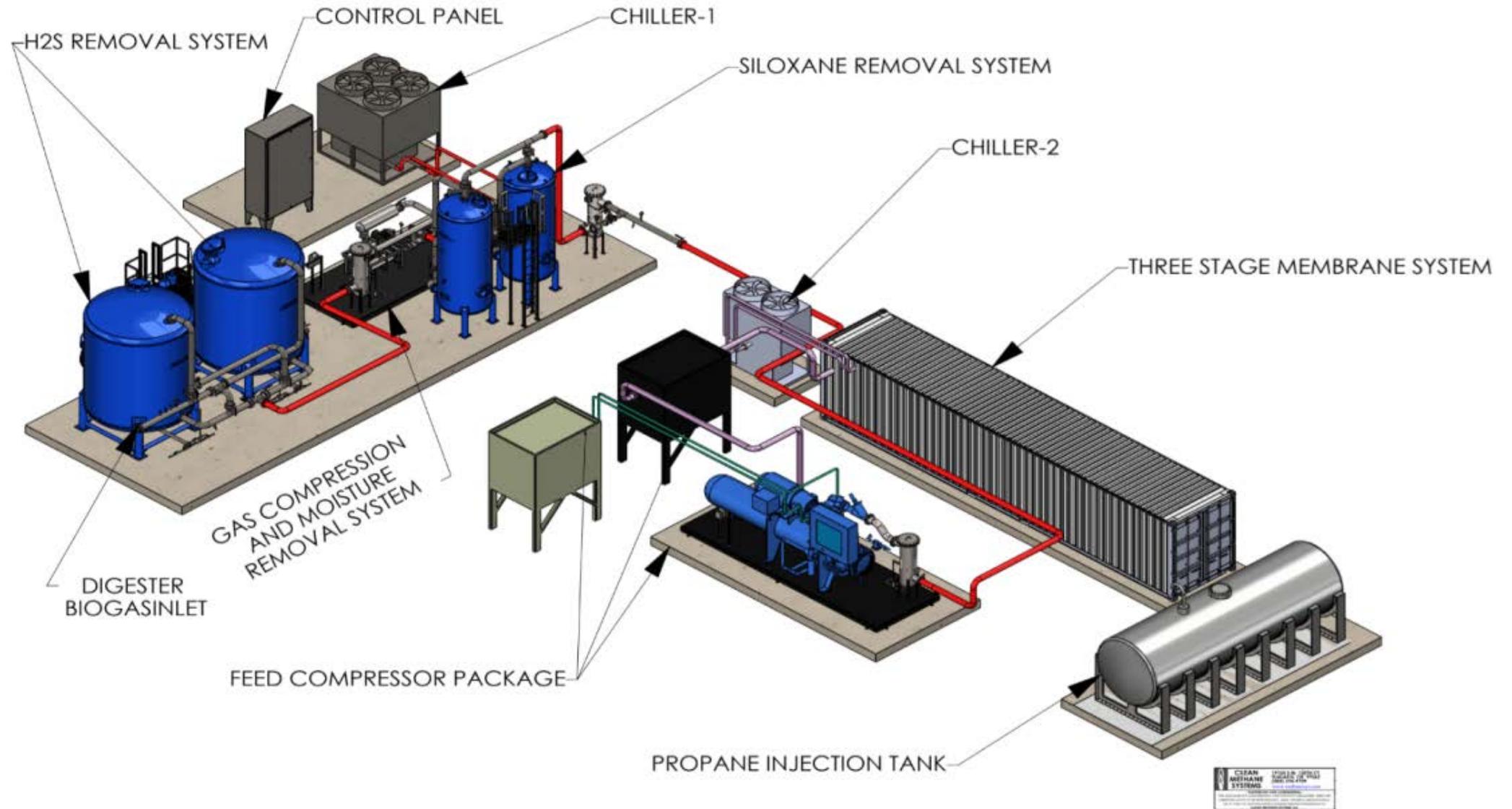
Existing Biogas Flare

Biogas Refinement Process Summary

BIOGAS-TO-RNG CONVERSION PROCESS



Example Biogas Refinement System



Biogas Incentives and Estimated Revenue Stream

Revenue Estimation

- Year 1 Annual Revenue Generation = \$2,700,000
- Total Revenue Generation Over 30 Year Project Life = \$88,270,000
- ITC & PTC Incentives = \$6,700,000

Tax Credits & Incentives

Investment Tax Credit (ITC) – Section 45

- 25-50% credit of total project cost
- Currently modeled at 34.5% (\$6.3M)

Production Tax Credit (PTC) – Section 45z

- Start construction in 2024
- Bonus PTC available 2025-2027
- Not currently modeled

Potential Additional Incentives

- 45v – Hydrogen production
- 45q – Carbon reduction
- 45w – Transportation infrastructure

Revenue Streams

Commodity Gas “Brown Gas”

- \$2.25/MMBtu

Renewable Identifier Number (RIN) Credits

- National market, administered by EPA
- \$27.91/MMBtu

Low Carbon Fuel Standard (LCFS) Credits

- CA market, administered by CARB
- \$5.26/MMBtu

Note: Market prices as of August 2023

04

Estimated Program Budget & Next Steps

Preliminary Budget Overview : All Identified Scopes

Building Scope	Estimated Budget	Utility Savings (year 1)	O&M Savings (year 1)	Incentives	Simple Payback
LED Street Lighting	\$2,058,000	\$92,000	\$5,600	\$76,000	20.3
LED Building Lighting	\$3,980,000	\$340,000	\$12,000	\$240,000	10.7
HVAC - Space Conditioning Electrified Replacements	\$1,193,000	\$36,000	\$4,000	\$20,000	29
HVAC – CRAC	\$115,000	\$500	\$400	\$1,000	n/a
BMS Replacement at PD	\$442,000	\$30,000	\$1,400	\$16,000	12.3
Roofing	\$1,900,000	\$0	\$30,900	\$0	n/a
Water Efficiency	\$449,000	TBD	\$1,400	\$0	TBD
HPHW	\$59,000	\$1,000	\$200	\$1,400	51.2
Subtotal	\$10,196,000	\$499,500	\$55,900	\$354,400	17.7

WWTP Scope	Estimated Budget	Utility Savings / Revenue Generation (year 1)	O&M Savings (year 1)	Incentives	Simple Payback
Biogas Solution (RNG to Pipeline)	\$17,795,000	\$2,706,000	(\$667,000)	\$6,317,225	5.6
Low and Medium Voltage Transformer Replacements	\$3,605,000	\$43,000	\$0	\$34,000	n/a
Primary Flotator Rehab	\$21,545,000	\$0	\$109,000	\$0	n/a
Process Boilers Replacement	\$1,139,000	\$19,000	\$8,000	\$0	n/a
Process Blowers Replacement	\$986,000	\$0	\$3,000	\$0	n/a
1.7 MW DC (1 MW AC) Ground Mount Solar Array	\$3,069,000	\$286,000	(\$24,000)	\$1,089,000	7.6
Subtotal	\$48,572,000	\$2,936,000	(\$559,000)	\$7,269,735	17.4

Water Meter Scope	Estimated Budget	Revenue Recovery (year 1)	O&M Savings (year 1)	Incentives	Simple Payback
Advanced Water Metering Infrastructure	\$19,500,000	\$612,500	\$462,500	\$5,000,000	13.5

Project Total	Estimated Budget	Utility Savings / Revenue (year 1)	O&M Savings (year 1)	Incentives	Simple Payback
All Scopes	\$78,268,000	\$4,048,000	(\$40,600)	\$12,624,135	16.4

Preliminary Budget Overview : Selected Scopes

Scopes within Buildings Fund	Estimated Budget	Utility Savings (year 1)	O&M Savings (year 1)	Incentives	Simple Payback
LED Building Lighting	\$1,737,000	\$87,000	\$7,300	\$69,000	10.7
Roofing at City Hall	\$357,000	\$0	\$5,800	\$0	n/a
Subtotal	\$2,094,000	\$87,000	\$13,100	\$69,000	20.2

Scopes within Wastewater Fund	Estimated Budget	Utility Savings / Revenue Generation (year 1)	O&M Savings (year 1)	Incentives	Simple Payback
Biogas Solution (RNG to Pipeline)	\$17,795,000	\$2,706,000	(\$667,000)	\$6,317,200	5.6
LED Lighting - WWTP & 50% of Muni Services Bldg	\$316,000	\$13,300	\$2,200	\$13,200	11.0
HVAC - WWTP & 50% of Muni Services Bldg	\$734,000	\$22,600	\$2,400	\$14,900	18.4
Roofing - WWTP & 50% of Muni Services Bldg	\$1,190,000	\$0	\$19,300	\$0	n/a
1.7 MW DC (1 MW AC) Ground Mount Solar Array	\$3,069,000	\$286,000	(\$24,000)	\$1,089,000	7.6
Subtotal	\$23,104,000	\$3,027,900	(\$667,100)	\$7,434,300	6.6

Scopes within Water Fund	Estimated Budget	Revenue Recovery / Utility Savings (year 1)	O&M Savings (year 1)	Incentives	Simple Payback
LED Lighting - 50% of Muni Services Bldg	\$68,000	\$2,500	\$200	\$2,100	24.4
HVAC - 50% of Muni Services Bldg	\$192,000	\$1,100	\$3,100	\$3,700	44.8
Roofing - 50% of Muni Services Bldg	\$181,000	\$0	\$2,900	\$0	62.4
Subtotal	\$441,000	\$3,600	\$6,200	\$5,800	44.4

Project Total	Estimated Budget	Utility Savings / Revenue (year 1)	O&M Savings (year 1)	Incentives	Simple Payback
All Scopes	\$25,639,000	\$3,118,500	(\$647,800)	\$7,509,100	7.3

Scopes not currently selected for further development:

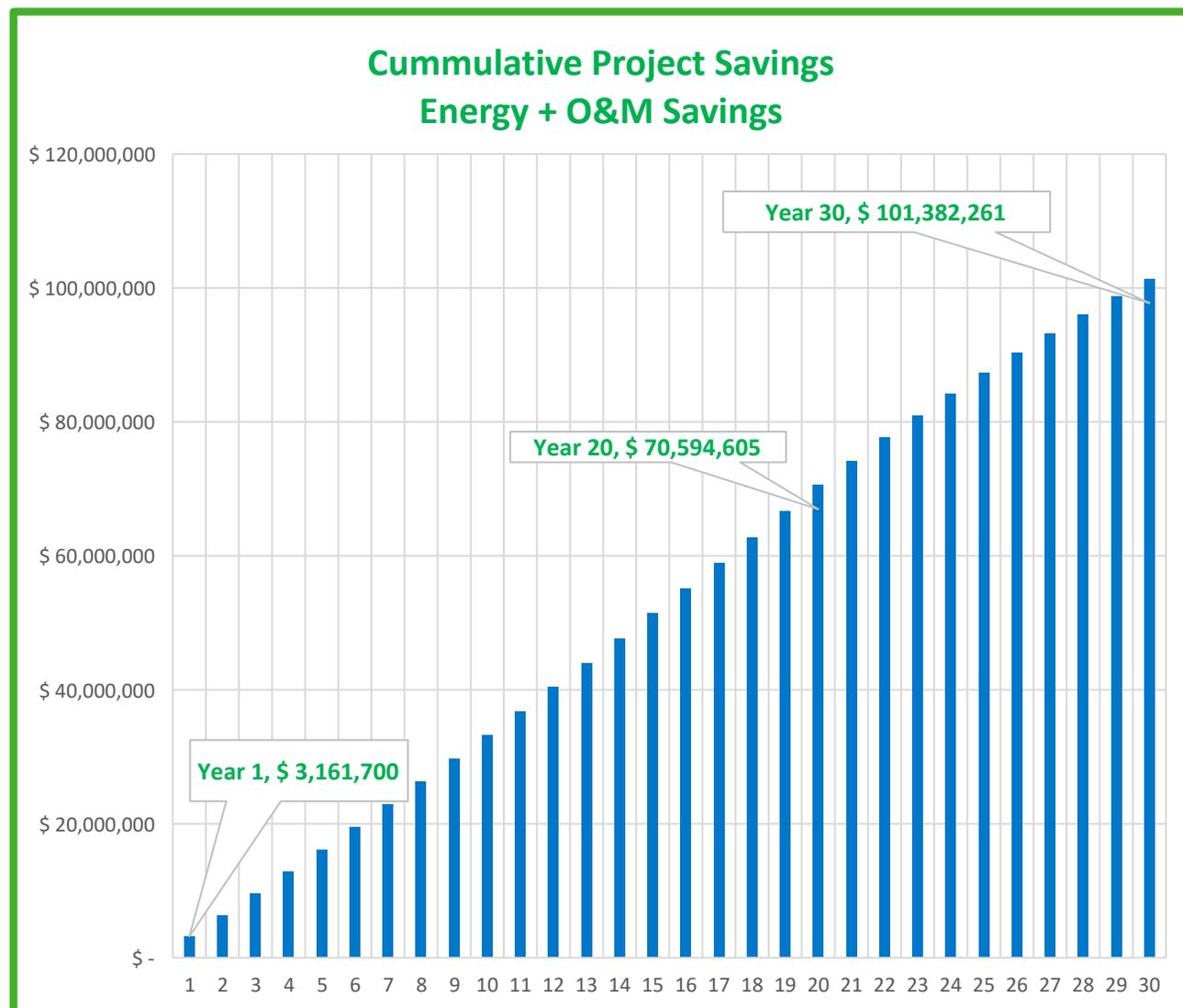
- Buildings Fund
 - LED Street Lighting
 - HVAC
 - HVAC - CRAC
 - BMS Replacement at PD
 - Other Roofing
 - HPWH
- Wastewater Fund
 - Low and Medium Voltage Transformer Replacements
 - Primary Flotator Rehab
 - Process Boilers Replacement
 - Process Blowers Replacement
- Water Fund
 - Advanced Water Metering Infrastructure

Program Benefits – Selected Scopes

- Program Cost: \$25.6M
- Program Lifetime Savings: **\$101M**
- Program Incentives: **\$7.5M**
 - Federal ITC: **\$7.4M**
 - TID: **\$102k**

Additional Program Benefits:

- *Achieves needed HVAC and Roofing repairs to critical facilities, improving comfort and reducing O&M burden*
- *LED lighting saves energy and O&M while improving lighting quality*
- *Onsite renewable energy generation at WWTP*
 - *Converts methane waste and potential regulatory liability into significant revenue*



Discussion & Next Steps

Next Steps for City Of Turlock Energy Program



Investment Grade Audit Phase 1

Preliminary Engineering Analysis *(Started June 2023)*

- Identify Potential Scopes of Work
- Site Walks & Staff Interviews
- Utility Analysis
- Estimate Energy & Operational Savings
- Review Grants, Utility Incentives, and Financing
- Subcontractor Engagement & Scope Cost Estimation



Investment Grade Audit Phase 2

ASHRAE Level 3 Audit & Funding Solutions *(Targeting Completion in Spring 2024)*

- Select S...
- Design
- Determ...
- Operat...
- Identif...
- Develo...
- Commu...
- Compe...
- Equipm...
- Comple...

NEXT STEPS

- Proceed on IGA Phase 2 with selected scopes (4-6 months timeline)
- Present final scope and budget for Council consideration

Construction & Staff Training *(Targeting Start in Summer 2024)*

M&V & Ongoing Support *(To Begin After Construction)*

PROGRAM BENEFITS

- Completes critical repairs and upgrades to roofing, HVAC, lighting
- Achieves \$13M in energy and O&M savings over project life
- Generates \$88M in new revenue over project life
- Captures \$7.5M in incentives
- **\$25M in repairs and upgrades with \$0 City capital spend**
- **\$32M in net lifetime savings**
- Full-service delivery with cost and performance guarantees

Thank you!

QUESTIONS?

Jason Boyd
Program Manager
jboyd@willdan.com
206-852-4865

Carolyn Kiesner
Senior Project Director
ckiesner@willdan.com
916-541-2068

Murray Greenwood
Director – Biogas Development
mgreenwood@willdan.com
206-579-5585



Police Department

Current Project List

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
LPR Project	Special Operations	9/1/22	Completed	Cameras are installed and providing data
Sideshow Ordinance	Special Operations	1/1/23	Completed	Ordinance adopted in February of 2023
Axon Interview Rooms	Special Operations	7/1/22	Completed	Cameras Installed
Leeds Property Search Software	Special Operations	7/1/23	Completed	Program Running
Fusus Real Time Crime Software	Special Operations	8/16/23	3/1/24 (Tentative)	Dashboard is running and some business cameras are on line. City sponsored funding has been approved and outreach is underway. Completion will include connect site up and running and core staff trained in program use. Project will be ongoing as it is scalable.
Rapid DNA Agreement	Special Operations	8/1/23	7/1/24 with new budget.	Formal agreement should be in place prior to allocating funding. The Sheriff's office has agreed to the use of technology if need arises prior.
Firearms Replacement	Special Operations	7/1/23	4/1/24	RFP approved. Vendor selected. Some equipment has arrived.
Clearview A.I. Recognition Software	Special Operations	7/1/23	2/15/24	Software has been purchased. Policy has been written. It is in the process of being issued.
Surveillance Camera Enhancements	Special Operations	7-1-23	2/15/24	System has been identified. Bids completed. Purchase order issued, waiting on delivery.
New Ripa Reporting Requirements Implemented	Special Operations	3-1-23	Completed	Testing phase completed. Onboarding completed. Go live date of 1-1-24
Investigations Unit Technician	Special Operations	11/10/23	Mid-Year	Create New Position to assist with technology based Investigative support
New Camera Purchases	Special Operations	7/1/23	Completed	Purchase newly funded cameras to assist Investigations
Enhanced Property Room Monitoring	Special Operations	7/1/23	Completed	Install Monitoring System for refrigeration system in Property and Evidence
Ticket Writer – Crossroads	Field Operations	04/2023	03/2024	Working with the court system final implementation.
Reserve Program / Police Officer Extra Help – Part-time	Field Operations	04/2023	04/2024	Job description written and sent to HR for final review. Now sent to legal for final approval. Still waiting on final approval from Legal.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
UAS Program – Drone Vehicle Purchase and Outfitting	Field Operations	08/2023	10/2024	Currently beginning the sourcing of the drone vehicle and its associated equipment. PO sent to the dealership. We will be purchasing a Ford transit van.
Social Host Ordinance	Field Operations	N/A	Completed	Project completed.
Radio Encryption	Field Operations	02/2023	07/2024	Final quote received. Discussion to be had on if we should move forward.
Department Wide Fleet Purchases	Field Operations	06/2023	06/2024	Purchasing of patrol and unmarked vehicles. Also responsible for outfitting all new vehicle with equipment. Purchased four patrol Durangos, one Durango for detectives, two Ford F150's and one Silverado. The Durango for detectives and Silverado for Code Enforcement have arrived. They are being outed at the moment.
Animal Control Rescue Coordinator Recruitment and Appointment	Field Operations	06/2023	Completed 10/20/23	Completed – Candidate was hired 10/2023.
Community Academy	Field Operations	08/2023	02/2024	Topics of discussion have been approved. We will begin recruiting for this around the beginning of November 2023. On track and social media posts have begun to advertise it. This has been completed and ready for implementation.
Transit Patrol – TPD Code Enforcement Officer Allocation	Field Operations	03/2023	06/2023	Completed. Code Enforcement Officer has been allocated to work for transit related calls for service at 20 hours per week.
Drug Prevention/Education-Marijuana	Field Operations	09/2022	On-going	TPD staff is actively working with Public Works/Recreation staff to keep this program running.
Animal Control Officer -Recruitment and Appointment	Field Operations	06/2023	Completed	Completed – New ACO was appointed 09/2023.
TUSD Safety Plans	Field Operations	06/2023	12/2023	TPD staff is collaborating with TUSD staff to complete this project and mapping of the schools. Safety plan has been received from TUSD. This is has been completed.
Blue Santa	Field Operations	08/2023	12/2023	Program is in full implantation and is going well. This has been completed.
Weekly Homeless Encampment Cleanups	Field Operations	N/A	On-going	This project is on-going and is conducted on a weekly basis.
Military Use Policy	Field Operations	N/A	02/2024	Maintain data tracking. The plan is to bring the Annual Report to council in March of 2024.
TPD Job Fair	Field Operations	04/2023	Completed 06/2023	Completed. Hosted a job fair to recruit for various positions throughout the department.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
SWAT Vest & Equipment Replacement	Field Operations	07/2023	12/2023	This went out for RFQ. Received winning bid. Safe is working with finance to ensure this purchase is successful. This has been completed.
TPD Recruitment Efforts	Field Operations	N/A	On-going	TPD recruitment team is working together to ensure we are attending academy and recruitment events that will increase our applicant pull.
Office of Traffic Safety Grant	Field Operations	10/2022	09/2024	Purchase of new DUI Enforcement Trailer and equipment. Purchasing will begin on 10/1/23.
Training Manual Update – CSO's & Cadets	Field Operations	07/2023	Completed 09/2023	Updating training manual for CSO's and Cadets. These both have been completed.
Probationary Training – Officers	Field Operations	07/2023	On-going	Putting together outline to provide more training to officers who are on probation. This is to assist with growth among those officers.
Revision of Sergeant Training Guide	Field Operations	07/2023	05/2024	Working on updating the sergeant's training guide.
TPD K9 – City Website Update	Field Operations	08/2023	11/2023	New language written and approved, editing photos. This has been completed.
Blood Borne Pathogens Control Plan - Update	Field Operations	06/2023	On-going	Document was updated and sent to Risk Management. Awaiting response.
Conduct Comprehensive Beat Assessment	Field Operations	05/2023	02/2024	Stats are gathered for the call volumes for each beat. Will be meeting with TPD staff to review information and determine course of action. This meeting with staff has been set for 12/04/23. This has been completed with final implementation being on 02/04/24
TUSD Knox Box	Field Operations	06/2023	05/2024	Updating the location / access to the Knox box locations at all the schools to ensure they are easily accessible to PD. PD is working with TUSD staff to do an assessment.
IQ Search	Support Operations	February 2023	Date pending	Waiting for vendor to update data.
CAD Upgrade	Support Operations	April 2021	Pending Vendor	Last update complete. Working to upgrade to 23.1 which was released in December 2023.
Mobile UX Configuration	Support Operations	January 2024	March 2024	Field Ops, CSUS and Fire are configuring their side. Once complete, testing will begin
Next Gen 9-1-1	Support Operations	8/26/2019	On-going	Pending details of CSUS Site and upgrades to PD Site once approved by State.
DOJ Audit	Support Operations	6/2023	Completed 12/2023	Complete

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
NIBRS Project and Certification	Support Operations	May 2022	Completed 9/21/23	Certificate received
Records Retention Purge	Support Operations	August 2023	July 2024	The Records division has a 5-year backlog of retention that they are beginning to purge per the retention policy.
Citizen Reporting Module	Support Operations	June 2023	May 2024	Kick-off meeting scheduled for first week of February.
Non-Sworn Uniform Policy Update	Support Operations	January 2023	Completed September 2023	Policy Approved
Cadet Program Expansion	Support Operations	July 2023	On-going	Increasing program by 4 Cadets to begin a recruitment effort for PO Trainees
JAG Grant	Support Operations	August 2023	September 2024	Application accepted by JAG. Council approved and grant signed.
Officer Wellness Grant	Support Operations	July 2023	October 2025	Pending Project expenditure. Reporting annually until 2025.
ABC-OTS Grant	Support Operations	September 2023	August 31, 2024	Application approved. Council Approved. Pending Operations being scheduled.
Vehicle Outfitting RFP	Support Operations	January 2024	June 2024	RFP to replace Lehr as the vendor to outfit vehicles for PD fleet.
Radio Maintenance Agreement	Support Operations	October 2023	June 2024	Delta Wireless cancelled contract as of 10/31/23. Entered into agreement with Motorola. RFP likely to begin February 2024.



Communications Department

Project List

Updated: 3/19/2023

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
City of Turlock Mobile App	A.Sims, J.Spangler, N.Showalter, W.York	January 2024	Mid-April 2024	Final Stages
City of Turlock Website	Communications Department and I.T. Department	2024	2024/2025	RFP to go out in 2024.
Social Media Liaisons Monthly Meetings	J. Spangler	November 2023	On-going	On-going
Communications Plan	A.Sims and J.Spangler	March 2024	August/September 2024	Reviewing consultants.
Social Media – Platforms and Goals	A.Sims and J.Spangler	July 2022	On-going	On-going
Social Media - Instagram	J. Spangler	July 2022	On-going	On-going
Social Media - Facebook	J. Spangler	July 2022	On-going	On-going
Social Media - LinkedIn	A.Sims	July 2022	On-going	On-going
Other Communications Initiatives (Community Surveys, Councilmembers in their District, A Day in the Life Series, etc.)	A.Sims and J.Spangler	Q1 2024	On-going	On-going

City Council Staff Report

March 26, 2024



From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Discuss goals with staff and provide direction regarding Fiscal Year 2024-2025. No action is recommended.

2. SYNOPSIS:

Discussion with staff to provide direction on vision and goals for the preparation of the Fiscal Year 2024-2025 budget.

3. DISCUSSION OF ISSUE:

The Finance department is requesting City Council provide staff with budgetary vision and goals for the upcoming Fiscal Year of 2024-2025. This discussion will guide staff in the development of the draft budget for the upcoming Council meetings.

The establishment of Council goals is critical for the organization and community to determine priorities, focus and vision for the budget process. This will provide an opportunity for the City Council to set a vision for the City. This vision will guide decision-making at all levels of City government.

In addition, City Manager uses the City Council's vision and goal discussion to set priorities, direct work activities, and allocate staffing and financial resources.

4. BASIS FOR RECOMMENDATION:

Discussion and direction to gather Council vision and goals for the presentation of the proposed Fiscal Year 2024-2025 budget at upcoming Council meetings

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. STAFF RECOMMENDATION:

Discussion with staff to provide direction for the preparation of the Fiscal Year 2024-2025 budget

7. CITY MANAGER’S COMMENTS:

N/A

8. ENVIRONMENTAL DETERMINATION:

None

9. ALTERNATIVES:

N/A

10. ATTACHMENTS:

None

Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
142063	03/07/2024	Open			Accounts Payable	A-Z BUS SALES INC	\$1,520.14		
	Invoice		Date	Description		Amount			
	INVSAC16496		02/26/2024	AIR BAG		\$1,501.41			
	INVSAC16670		02/29/2024	HOLDER-CUP BLACK		\$18.73			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$1,520.14			
142064	03/07/2024	Open			Accounts Payable	ALL STAR TROPHY & SIGN LLC	\$2,259.40		
	Invoice		Date	Description		Amount			
	120823		12/08/2023	MILITARY BANNERS (TERM 2024-2025)		\$2,259.40			
	Paying Fund			Cash Account		Amount			
	269 - Parks & Public Facilities Grants			269.11000 (Cash)		\$2,259.40			
142065	03/07/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$855.64		
	Invoice		Date	Description		Amount			
	INV1874		02/28/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$83.64			
	INV1871		02/28/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$303.28			
	INV1872		02/28/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$92.33			
	INV1873		02/28/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$376.39			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$855.64			
142066	03/07/2024	Open			Accounts Payable	AMERICAN MESSAGING	\$12.79		
	Invoice		Date	Description		Amount			
	R1061876YC		03/01/2024	Acct #R1-061876 - Fire Department		\$12.79			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$12.79			
142067	03/07/2024	Open			Accounts Payable	AT&T MOBILITY	\$1,123.98		
	Invoice		Date	Description		Amount			
	4412X01272024		01/19/2024	995824412 / Aircards		\$561.99			
	4412X02272024		02/19/2024	995824412 / Aircards		\$561.99			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,123.98			
142068	03/07/2024	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$16,360.06		
	Invoice		Date	Description		Amount			
	705914		01/31/2024	Legal Services Jan 2024		\$16,360.06			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$16,360.06			
142069	03/07/2024	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	\$875.79		
	Invoice		Date	Description		Amount			
	01- 217048		03/01/2024	TIRES		\$875.79			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$875.79			
142070	03/07/2024	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	\$95.00		
	Invoice		Date	Description		Amount			
	002945		02/13/2024	REWired THREE BUTTON CONTROL		\$95.00			

Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$95.00		
142071	03/07/2024	Open			Accounts Payable	BICSEC SECURITY INC	\$266.25		
	Invoice			Description			Amount		
	213051		03/01/2024		SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING April 2024		\$266.25		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$266.25		
142072	03/07/2024	Open			Accounts Payable	BONANDER TRUCKS	\$1,135.94		
	Invoice			Description			Amount		
	271894		02/23/2024		LATCH		\$74.48		
	271931		02/26/2024		RADIATOR		\$449.56		
	271949		02/27/2024		LATCH		\$61.76		
	271943		02/27/2024		(S) SPARK PLUG (S)WIRE KIT		\$142.93		
	271954		02/27/2024		(S) GASKET		\$20.42		
	271985		02/28/2024		LATCH		\$61.76		
	271976		02/28/2024) CONNECTOR		\$49.37		
	271990		02/28/2024		LATCH ,(S)GASKET		\$82.19		
	272000		02/29/2024		DUCT		\$158.11		
	268874-p		03/04/2024		belt		\$35.36		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$943.64		
	426 - Transit			426.11000 (Cash)			\$192.30		
142073	03/07/2024	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	\$45,378.85		
	Invoice			Description			Amount		
	RI 24000201		01/05/2024		PLAN CHECK SERVICES FOR BP#23-0776		\$1,392.00		
	RI 24000677		01/12/2024		PLAN CHECK SERVICES FOR BP#23-1169		\$1,060.50		
	RI 24001437		01/19/2024		ONSITE PLAN CHECK SERVICES DEC 23		\$10,080.00		
	RI 24001829		01/24/2024		PLAN CHECK SERVICES FOR BP#22-0476		\$2,170.00		
	RI 24001830		01/24/2024		PLAN CHECK SERVICES FOR BP#23-0765		\$1,805.25		
	RI 1104439		01/31/2024		PLAN CHECK SERVICES FOR BP#23-0580		\$993.00		
	RI 24005103		02/12/2024		PLAN CHECK SERVICES FOR BP#23-0969		\$120.00		
	RI 24005111		02/12/2024		PLAN CHECK SERVICES FOR BP#24-0077		\$341.60		
	RI 24005980		02/21/2024		ONSITE PLAN CHECK SERVICES JAN 23		\$8,820.00		
	RI 24006086		02/21/2024		PLAN CHECK SERVICES FOR BP#23-0967		\$70.50		
	RI 24001438		01/19/2024		CBO SERVICES DEC 2023		\$8,478.00		
	RI 24005981		02/21/2024		CBO SERVICES JAN 24		\$10,048.00		
	Paying Fund			Cash Account			Amount		
	405 - Building			405.11000 (Cash)			\$45,378.85		
142074	03/07/2024	Open			Accounts Payable	CENTRAL SANITARY SUPPLY dba BRADY INDUSTRIES	\$516.83		
	Invoice			Description			Amount		
	8636593		02/09/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$340.98		
	8669124		02/23/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$175.85		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$516.83		

Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
142075	03/07/2024	Open			Accounts Payable	CENTRAL VALLEY PROPERTY MANAGEMENT	\$955.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	250869		02/08/2024		NOTICE TO APPEAR FORMS		\$955.19		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$955.19		
142076	03/07/2024	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$3,538.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	78924		02/23/2024		CALL IN; NO A/C IN LAB @901 S. WALNUT		\$1,372.19		
	78987		02/29/2024		SCHEDULED MAINTENANCE SECTION 3		\$2,166.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,322.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,372.19		
	501 - Information Technology				501.11000 (Cash)		\$844.00		
142077	03/07/2024	Open			Accounts Payable	COIT RESTORATION SVCS INC	\$19,187.65		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	MOD-S-000044129		02/16/2024		ST# 32 - ROOF LEAK RESTORATION		\$16,888.58		
	MOD-S-000044254-		02/27/2024		CONSTRUCTION CHARGE		\$2,299.07		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$16,888.58		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,299.07		
142078	03/07/2024	Open			Accounts Payable	CSG CONSULTANTS INC	\$1,305.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	F231179		01/02/2024		PLAN CHECK SERVICES FOR FLORSHEIM MP 4 & 5		\$250.00		
	B232355		01/02/2024		PLAN CHECK SERVICES FOR BP#23-1104		\$60.00		
	B240176		02/01/2024		PLAN CHECK SERVICES FOR BP#23-0817 & 23- 1116		\$870.00		
	F240100		02/01/2024		PLAN CHECK SERVICES FOR MP7 FIFTH ST COMMUNITY		\$125.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	405 - Building				405.11000 (Cash)		\$1,305.00		
142079	03/07/2024	Open			Accounts Payable	CULLIGAN INC	\$40.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	Transit 2/29/24		02/29/2024		Water Softener Exchange Service for Transit 3/1/24- 3/31/24		\$40.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$40.00		
142080	03/07/2024	Open			Accounts Payable	CURTIS & SONS INC, L N	\$11,763.78		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV794622		03/23/2024		28' EXTENSION LADDER		\$1,248.64		
	INV794776		02/22/2024		NOZZLES FOR NEW ENGINE PROJECT QUOTE#281560		\$6,426.32		
	INV788906		02/02/2024		MEDIUM GLOVES		\$2,197.82		
	INV771139		12/06/2023		SHUT OFF CLAMP		\$1,891.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,197.82		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$1,891.00		
	265 - Fire Department Grants				265.11000 (Cash)		\$1,248.64		

Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$6,426.32		
142081	03/07/2024	Open			Accounts Payable	DF ENGINEERING INC	\$375.00		
	Invoice		Date	Description			Amount		
	24169		01/31/2024	SR05, 0828 Fulkerth Rd and Freway 99 Interchange			\$375.00		
	Paying Fund			305.11000 (Cash)			\$375.00		
	305 - Capital Facility Fees								
142082	03/07/2024	Open			Accounts Payable	ECONOMIC & PLANNING INC	\$535.00		
	Invoice		Date	Description			Amount		
	222062-11		01/31/2024	Turlock Maintenance Services - CFD January 2024			\$535.00		
	Paying Fund			110.11000 (Cash)			\$535.00		
	110 - General Fund								
142083	03/07/2024	Open			Accounts Payable	EQUIFAX	\$19.32		
	Invoice		Date	Description			Amount		
	2059243926		02/23/2024	PD BACKGROUNDS			\$19.32		
	Paying Fund			110.11000 (Cash)			\$19.32		
	110 - General Fund								
142084	03/07/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$148.66		
	Invoice		Date	Description			Amount		
	CATUR190847		02/27/2024	NUTS AND BOLTS			\$148.66		
	Paying Fund			110.11000 (Cash)			\$37.18		
	110 - General Fund								
	217 - Streets - Gas Tax						\$18.58		
	410 - WATER QUALITY CONTROL (WQC)						\$37.16		
	420 - WATER						\$18.58		
	426 - Transit						\$37.16		
142085	03/07/2024	Open			Accounts Payable	FINANCIAL CREDIT NETWORK	\$2,159.35		
	Invoice		Date	Description			Amount		
	FCN-TRUT12-JAN		02/26/2024	FCN - TRUT12 - JAN 2024			\$2,159.35		
	Paying Fund			110.11000 (Cash)			\$627.51		
	110 - General Fund								
	410 - WATER QUALITY CONTROL (WQC)						\$848.84		
	420 - WATER						\$683.00		
142086	03/07/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$6,552.24		
	Invoice		Date	Description			Amount		
	K4A0905		01/09/2024	QUARTERLY WASTEWATER ANALYSIS - MERCURY (LL)			\$417.55		
	K4B0708		02/07/2024	DRINKING WATER WELL ANALYSIS - 123 TCP			\$496.00		
	K4B1305		02/13/2024	DRINKING WATER WELL ANALYSIS 123 TCP			\$328.00		
	K4B2006		02/20/2024	SENTINEL PLAN (CONFLUENCE)			\$403.20		
	K4B2201		02/22/2024	BIMONTHLY WASTEWATER ANALYSIS - NITRATE + NITRITE AS N			\$66.00		
	K4B0709		02/07/2024	DWW ANALYSIS GM, GP, ONORGANICS, 504, 524.2			\$1,629.95		
	K4A3012		01/30/2024	GRIT			\$2,471.54		
	K4B2108		02/21/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual			\$48.00		
	K4B2204		02/22/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual			\$183.00		

Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	K4B2208		02/22/2024		SRWA LABORATORY ANALYSIS SERVICES - BacT,		\$368.00		
	K4B2302		02/23/2024		colitag colilert SRWA LABORATORY ANALYSIS SERVICES - BacT,		\$93.00		
	K4B2610		02/26/2024		Residual SRWA LABORATORY ANALYSIS SERVICES - BacT,		\$48.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,955.09		
	420 - WATER				420.11000 (Cash)		\$2,857.15		
	950 - SRWA - JPA				950.11000 (Cash)		\$740.00		
142087	03/07/2024	Open			Accounts Payable	GHD INC		\$7,865.28	
	Invoice			Date	Description		Amount		
	380-0046811		02/24/2024		SR07, 23-035 Signal Coordination on Christoffersen		\$3,755.50		
	380-0046809		02/24/2024		PKy-2/24/24 SR06, 23-034 Signal Coordination on Lander Ave-		\$4,109.78		
	Paying Fund				Cash Account		Amount		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$7,865.28		
142088	03/07/2024	Open			Accounts Payable	GILLIG LLC		\$2,420.41	
	Invoice			Date	Description		Amount		
	41147077		02/29/2024		SWITCH,TOGGLE SPDT (MOMENTARY)		\$88.64		
	41147076		02/28/2024		CHAMBER ASM,BRAKE		\$2,275.65		
	41147660		03/01/2024		LAMP ASM,RED MARKER/CLEARANCE,DIALI		\$56.12		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$2,420.41		
142089	03/07/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M		\$27,470.52	
	Invoice			Date	Description		Amount		
	75712		02/29/2024		CUST #24090 - Fuel Expense for 2/16/24 - 2/29/24		\$24,831.70		
	75571		02/22/2024		Fuel for Fire #3		\$1,865.68		
	75097		02/05/2024		RED DYE DIESEL FOR HARDING PUMP STATION		\$773.14		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$13,472.42		
	205 - Sports Facilities				205.11000 (Cash)		\$268.20		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,640.06		
	246 - Landscape Assessment				246.11000 (Cash)		\$545.13		
	255 - CDBG				255.11000 (Cash)		\$60.77		
	405 - Building				405.11000 (Cash)		\$163.51		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,701.95		
	420 - WATER				420.11000 (Cash)		\$2,555.68		
	426 - Transit				426.11000 (Cash)		\$3,536.52		
	450 - SRWA - Operations				450.11000 (Cash)		\$356.47		
	502 - Engineering				502.11000 (Cash)		\$169.81		
142090	03/07/2024	Open			Accounts Payable	GRAINGER INC, W W		\$509.02	
	Invoice			Date	Description		Amount		
	9034686437		02/27/2024		Supplies		\$373.48		
	9028533470		02/21/2024		SRWA Supplies - Gen Supplies Hex Bushings		\$135.54		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$373.48		

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142097	03/07/2024	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Randik Paper Co.	\$1,507.47		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	224782		02/07/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$290.98		
	224782-01		02/14/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$55.62		
	225077		02/14/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$302.67		
	225077-01		02/21/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$27.81		
	225540		02/28/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$830.39		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,507.47		
142098	03/07/2024	Open			Accounts Payable	JOAQUIN ROSE, INC, B & B FLUID POWER	\$222.83		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	00279782		02/27/2024		BEARING		\$222.83		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$222.83		
142099	03/07/2024	Open			Accounts Payable	LEGACY HEALTH ENDOWMENT	\$100,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PCC2024-1		01/02/2024		LHE Person Centered Care Program - 1 of 4		\$100,000.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$100,000.00		
142100	03/07/2024	Open			Accounts Payable	LINDE GAS AND EQUIPMENT INC	\$4,610.05		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	41061367		02/10/2024		MIG WELDER MILLERMATIC 255 WITH SINGLE CART		\$4,610.05		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,610.05		
142101	03/07/2024	Open			Accounts Payable	Malm Fagundes LLP	\$1,304.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	35038		02/09/2024		City Attorney Professional Services - January 2024		\$1,304.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,304.00		
142102	03/07/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$30,792.99		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	50426		01/28/2024		23-052 Mark Thomas Task Order No2 Roads Prog Geer Rd-1/28/24		\$30,792.99		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	115 - Measure A - Roads				115.11000 (Cash)		\$30,792.99		
142103	03/07/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$255.14		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	41793321		02/27/2024		ASPHALT/MATERIALS		\$85.55		
	41804520		02/28/2024		ASPHALT/MATERIALS		\$84.04		
	41781856		02/26/2024		ASPHALT/MATERIALS		\$85.55		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$255.14		

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142104	03/07/2024	Open			Accounts Payable	MOTOROLA INC	\$467,081.86		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8281778119		12/09/2023		4 - APX8500 Mobile Radios Quote#2225608		\$35,635.35		
	8230439542		01/03/2024		MOTOROLA MAINTENANCE FEB 2024		\$18,627.01		
	8230442061		01/31/2024		MOTOROLA MAINTENANCE MARCH 2024		\$18,627.01		
	8230438753		12/30/2023		MOTOROLA MAINTENANCE NOV 2023 - JAN 2024		\$55,881.03		
	32475		02/06/2024		ANNUAL MOTOROLA LEASE PYMNT 2024		\$338,311.46		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$376,237.20		
	116 - Special Public Safety				116.11000 (Cash)		\$77,102.37		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,435.57		
	420 - WATER				420.11000 (Cash)		\$3,435.57		
	426 - Transit				426.11000 (Cash)		\$4,580.76		
	505 - Fleet				505.11000 (Cash)		\$2,290.39		
142105	03/07/2024	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$1,875.99		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	IN1996826		01/24/2024		FACE SEAL		\$1,875.99		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,875.99		
142106	03/07/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$79.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	04B0033242397		02/28/2024		5 GALLON NESTLE DRINKING WATER ELECTRICAL MAINT 1/27/24-2/26/24		\$79.98		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$39.99		
	420 - WATER				420.11000 (Cash)		\$39.99		
142107	03/07/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$2,463.16		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8577-418828		02/23/2024		battery - Credit for Orig 313769		(\$58.66)		
	8577-418829		02/23/2024		battery - Credit for Orig 418728		(\$23.90)		
	8577-418867		02/23/2024		RECOIL ASSY		\$25.73		
	8577-418918		02/26/2024		MICRO-V BLT		\$178.45		
	8577-418924		02/26/2024		MANUAL TIRE SPREADER, WHEEL CHOCKS - CHAINED PAIR		\$874.32		
	8577-418929		02/26/2024		FORKLIFT TRAILER RECEIVER		\$81.86		
	8577-418958		02/26/2024		SPLICER		\$235.19		
	8577-418994		02/26/2024		SPLICER		\$177.06		
	8577-419102		02/28/2024		0.5 X5FT MOLDING TPE		\$14.10		
	8577-419116		02/28/2024		WIRE -Credit for Orig 419111		(\$133.22)		
	8577-419111		02/28/2024		WIRE		\$417.87		
	8577-419118		02/28/2024		NG3-OXFORD WHITE		\$22.97		
	8577-419119		02/28/2024		WIRE		\$152.08		
	8577-419124		02/28/2024		ADD A FUSE		\$10.59		
	8577-419134		02/28/2024		NEG BATTERY LUG		\$185.08		
	8577-419135		02/28/2024		MOMENTARY OFF-ON-OFF SWITCH		\$14.77		
	8577-419144		02/28/2024		1/4""X6"" SLOTTED SD"		\$7.98		
	8577-419197		02/29/2024		SD -Credit for Orig 419144		(\$7.98)		

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	8577-419234		02/29/2024		AIR filter		\$87.43		
	8577-419276		03/01/2024		ENG FORD SMIGLSS BLK		\$18.75		
	8577-419278		02/29/2024		600 ENGINE S-G BLACK		\$0.72		
	8577-419279		03/01/2024		PVC SPLIT LOOM		\$22.81		
	8577-419285		03/01/2024		600 ENGINE S-G BLACK		\$0.72		
	8577-419303		03/01/2024		FILTER		\$11.01		
	8577-419304		03/01/2024		filters		\$131.70		
	8577-419316		03/01/2024		PVC SPLIT LOOM		(\$0.76)		
	8577-419389		03/01/2024		5/16 RING,3/8 RING		\$16.49		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$62.80		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$890.49		
	426 - Transit				426.11000 (Cash)		\$553.69		
	505 - Fleet				505.11000 (Cash)		\$956.18		
142108	03/07/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$4,932.00		
	Invoice		Date	Description		Amount			
	3978		02/12/2024	SRWA - Senior Operator RM 2/12/24		\$822.00			
	3980		02/14/2024	SRWA - Senior Operator MC 2/12/24 - 2/14/24		\$4,110.00			
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$4,932.00		
142109	03/07/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$750.42		
	Invoice		Date	Description		Amount			
	2800-407522		02/27/2024	TIE MOUNT		\$12.14			
	2800-407539		02/27/2024	VVT SOL SEAL		\$16.54			
	2800-407809		02/28/2024	BELT TENSNER		\$130.83			
	2800-407824		02/28/2024	FUSE HOLDER		\$6.45			
	2800-407871		02/28/2024	IGNITION COIL PIGTAIL		\$584.46			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$584.46		
	246 - Landscape Assessment				246.11000 (Cash)		\$16.54		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$18.59		
	426 - Transit				426.11000 (Cash)		\$130.83		
142110	03/07/2024	Open			Accounts Payable	P G & E	\$91.54		
	Invoice		Date	Description		Amount			
	REC 2/25/24		02/25/2024	2749172768-4 / 144 S Broadway		\$91.54			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$91.54		
142111	03/07/2024	Open			Accounts Payable	PROMAG ENVIRO SYSTEMS LTD	\$5,127.30		
	Invoice		Date	Description		Amount			
	575794		02/27/2024	FLOWLINE ECHO TOUCH REFLECTIVE ULTRASONIC LEVEL TRANSMITTER		\$5,127.30			
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,127.30		
142112	03/07/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$65,591.60		
	Invoice		Date	Description		Amount			
	105376		10/01/2023	PCE Groundwater Monitoring & Reporting Oct 1 -Oct 31/23		\$2,450.00			

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	104511		09/01/2023		PCE Groundwater Monitoring & Reporting Sept 1-sept 30/23		\$3,366.10		
	107292		01/31/2024		23-032 Engineering Design Services Task Order 1-1/1/24-1/31/24		\$59,775.50		
	Paying Fund				Cash Account		Amount		
	115 - Measure A - Roads				115.11000 (Cash)		\$59,775.50		
	420 - WATER				420.11000 (Cash)		\$5,816.10		
142113	03/07/2024	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$825.00		
	Invoice			Date	Description		Amount		
	247721		02/23/2024		TRA18-105800 RAMONTS TOWED BUS IN		\$825.00		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$825.00		
142114	03/07/2024	Open			Accounts Payable	RAYMOND R LOPEZ DBA CUSTOM EQUIPMENT PAINTING	\$260.00		
	Invoice			Date	Description		Amount		
	10939		02/23/2024		PAINT FENDER		\$260.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$260.00		
142115	03/07/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$16,195.00		
	Invoice			Date	Description		Amount		
	22010		09/06/2023		TEST COSTS		\$70.00		
	22115		10/06/2023		PRE-EMP PSYCH		\$475.00		
	22139		10/13/2023		PRE-EMP PSYCH		\$475.00		
	22140		10/09/2023		PRE-EMP PSYCH		\$475.00		
	22141		10/09/2023		PRE-EMP PSYCH		\$475.00		
	22143		10/13/2023		PRE-EMP PSYCH		\$475.00		
	22146		10/11/2023		PRE-EMP PSYCH		\$475.00		
	22148		10/20/2023		PRE-EMP PSYCH		\$475.00		
	22164		10/20/2023		PRE-EMP PSYCH		\$475.00		
	22187		10/25/2023		PRE-EMP PSYCH		\$475.00		
	22226		10/31/2023		PRE-EMP PSYCH		\$475.00		
	22213		10/31/2023		PRE-EMP PSYCH		\$475.00		
	22246		11/03/2023		PRE-EMP PSYCH		\$475.00		
	22248		11/06/2023		PRE-EMP PSYCH		\$475.00		
	22252		11/07/2023		PRE-EMP PSYCH		\$475.00		
	22259		10/30/2023		PRE-EMP PSYCH		\$475.00		
	22623		02/29/2024		FIRE - MARCH 2024 CONTRACT		\$1,000.00		
	21786		07/01/2023		FIRE - JULY 2023 CONTRACT		\$1,000.00		
	21863		07/31/2023		FIRE - AUG 2023 CONTRACT		\$1,000.00		
	21981		08/31/2023		FIRE - SEPT 2023 CONTRACT		\$1,000.00		
	22064		09/29/2023		FIRE - OCT 2023 CONTRACT		\$1,000.00		
	22207		11/01/2023		FIRE - NOV 2023 CONTRACT		\$1,000.00		
	22293		11/30/2023		FIRE - DEC 2023 CONTRACT		\$1,000.00		
	22404		01/03/2024		FIRE - JAN 2024 CONTRACT		\$1,000.00		
	22509		01/31/2024		FIRE - FEB 2024 CONTRACT		\$1,000.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$16,195.00		

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142116	03/07/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$3,994.71		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3036232146		02/24/2024		LAMP ASY		\$1,838.72		
	3036227490		02/24/2024		LAMP ASY		\$853.54		
	3036251021		02/26/2024		KIT,WATER PUMP		\$293.29		
	3036239493		02/27/2024		PARTS		\$205.95		
	3036304567		02/29/2024		SENSOR - HEGO		\$482.98		
	3036293108		02/29/2024		DEF ARMORBLUE		\$320.23		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,692.26		
	246 - Landscape Assessment				246.11000 (Cash)		\$688.93		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$320.23		
	426 - Transit				426.11000 (Cash)		\$293.29		
142117	03/07/2024	Open			Accounts Payable	SFADIA, INC. dba Green Energy Innovations	\$236,474.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PP2/CP 21-044		02/23/2024		21-044 Pedretti Park Lighting Improvements		\$236,474.75		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	120 - Tourism				120.11000 (Cash)		\$236,474.75		
142118	03/07/2024	Open			Accounts Payable	SOUTHERN TIRE MART	\$1,568.49		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7320009906		02/29/2024		ST12-4385A 3 tire install		\$1,568.49		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,568.49		
142119	03/07/2024	Open			Accounts Payable	STERICYCLE INC	\$210.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8005999385		01/25/2024		ST#4 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	8005999387		01/25/2024		ST#2 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	8005999389		01/25/2024		ST#3 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	8005999391		01/25/2024		ST#1 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	8005696213		12/25/2023		ST#1 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	8005696210		12/25/2023		ST#2 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	8005696211		12/25/2023		ST#3 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	8005696208		12/25/2023		ST#4 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$210.00		
142120	03/07/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$16,668.15		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SI99387		02/21/2024		2023 DODGE DURANGO EQUIPMENT INSTALLATION		\$9,473.34		
	SI99642		02/26/2024		2023 CHRYSLER 300 EQUIPMENT INSTALLATION		\$7,194.81		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)		\$16,668.15		
142121	03/07/2024	Open			Accounts Payable	TAYLOR VETERINARY HOS INC	\$418.66		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3440539		11/25/2023		A039809		\$88.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	3441808		12/28/2023	A039742			\$330.66		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$418.66		
142122	03/07/2024	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$1,510.50		
	Invoice		Date	Description			Amount		
	467681-A		09/20/2023	Water Treatment Plant Opr Sr 9.20.23-11.8.23 MOD			\$1,510.50		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$1,510.50		
142123	03/07/2024	Open			Accounts Payable	TOWER ENTERPRISE	\$1,080.48		
	Invoice		Date	Description			Amount		
	11836		02/09/2024	PRE-EMPLOYMENT EVAL FOR PT:11836			\$540.24		
	11763		02/21/2024	PRE-EMPLOYMENT EVAL FOR PT ACCT:11763			\$540.24		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,080.48		
142124	03/07/2024	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description			Amount		
	21208		02/29/2024	Consulting Services for February 2024			\$5,000.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,500.00		
	420 - WATER			420.11000 (Cash)			\$2,500.00		
142125	03/07/2024	Open			Accounts Payable	TURF STAR	\$840.79		
	Invoice		Date	Description			Amount		
	7320011-00		02/27/2024	HOSE ASM			\$840.79		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$840.79		
142126	03/07/2024	Open			Accounts Payable	TURLOCK JOURNAL	\$350.00		
	Invoice		Date	Description			Amount		
	360801		02/11/2024	Winter watering schedule - February			\$350.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$350.00		
142127	03/07/2024	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$28,877.50		
	Invoice		Date	Description			Amount		
	01-2024		01/31/2024	Turlock Sweeping - January			\$28,877.50		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$11,551.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$17,326.50		
142128	03/07/2024	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$555.00		
	Invoice		Date	Description			Amount		
	A2131359		12/04/2023	A039-798, 799, 800, 801, 802, 804, 663			\$555.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$40.00		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$60.00		
	266 - Police Services Grants			266.11000 (Cash)			\$455.00		
142129	03/07/2024	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$612.48		
	Invoice		Date	Description			Amount		
	0131803240301		03/01/2024	Acct #131803 - Transit Center telephone			\$612.48		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	426 - Transit			426.11000 (Cash)			\$612.48		
142130	03/07/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$292.96		
	Invoice		Date	Description			Amount		
	8815363980		02/23/2024	BUTTERFIELD BUFER DULULOK 99ML			\$118.39		
	8815368600		02/23/2024	VWR BURET CLASS A UNSERIALIZE PTFE 10 ML			\$90.93		
	8815380545		02/26/2024	PIPET FILLERS BLK SILICON SAFE			\$83.64		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$209.32		
	420 - WATER			420.11000 (Cash)			\$83.64		
142131	03/07/2024	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$452.75		
	Invoice		Date	Description			Amount		
	00339.11-2		02/15/2024	OWOW Group Membership & Ordering			\$452.75		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$452.75		
142132	03/07/2024	Open			Accounts Payable	WMB ARCHITECTS INC	\$907.50		
	Invoice		Date	Description			Amount		
	25508		02/20/2024	20-010 Corporation Yard Security and Lighting- 01/21/24-02/20/24			\$907.50		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$907.50		
142133	03/07/2024	Open			Accounts Payable	ALVAREZ, STEPHANIA	\$391.00		
	Invoice		Date	Description			Amount		
	14924042		02/26/2024	PLAY Program family credit			\$391.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$391.00		
142134	03/07/2024	Open			Accounts Payable	Anderson, Constance	\$259.34		
	Invoice		Date	Description			Amount		
	TR# 4934 PER DIE		03/04/2024	2024 Planning Commissioners Academy, Long Beach CA, 3/5-3/8/24			\$259.34		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$259.34		
142135	03/07/2024	Open			Accounts Payable	ARNOLD CEMENT INC	\$2,577.30		
	Invoice		Date	Description			Amount		
	EP 23-098E		03/01/2024	IMPROVEMENT SECURITY 23-098E 1703 EDGEWOOD DR			\$2,577.30		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,577.30		
142136	03/07/2024	Open			Accounts Payable	ARRIAGA, MELISSA	\$620.00		
	Invoice		Date	Description			Amount		
	14924372		02/26/2024	PLAY Program family credit			\$620.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$620.00		
142137	03/07/2024	Open			Accounts Payable	CASANOVA, NICOLE	\$579.00		
	Invoice		Date	Description			Amount		
	14924013		02/26/2024	PLAY Program family credit			\$579.00		
	Paying Fund			Cash Account			Amount		

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From Payment Date: 3/1/2024 - To Payment Date: 3/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					110 - General Fund	110.11000 (Cash)	\$579.00		
142138	03/07/2024	Open			Accounts Payable	CRUZ, ALISON	\$380.00		
					Invoice	Date	Description	Amount	
					14914037	02/23/2024	PLAY Program family credit	\$380.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$380.00		
142139	03/07/2024	Open			Accounts Payable	DEMENY, SHIRLEY	\$50.00		
					Invoice	Date	Description	Amount	
					2024-00153316	02/26/2024	A/C REFUND	\$50.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$50.00		
142140	03/07/2024	Open			Accounts Payable	ETHARIDGE, CHEYENNE	\$1,343.76		
					Invoice	Date	Description	Amount	
					TP20004763	02/12/2024	CASH REQUEST FOR TP20004763	\$1,343.76	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$1,343.76		
142141	03/07/2024	Open			Accounts Payable	FOSTER, SABRINA	\$524.00		
					Invoice	Date	Description	Amount	
					14924380	02/26/2024	PLAY Program family credit	\$524.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$524.00		
142142	03/07/2024	Open			Accounts Payable	FOSTER, SABRINA	\$118.00		
					Invoice	Date	Description	Amount	
					14924383	02/26/2024	PLAY Program family credit	\$118.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$118.00		
142143	03/07/2024	Open			Accounts Payable	FULTZ, AMANDA	\$680.00		
					Invoice	Date	Description	Amount	
					14924355	02/26/2024	PLAY Program family credit	\$680.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$680.00		
142144	03/07/2024	Open			Accounts Payable	LUCAS, JEANNINE	\$135.00		
					Invoice	Date	Description	Amount	
					2024-00139698	03/01/2024	A/C REFUND	\$135.00	
					Paying Fund		Cash Account	Amount	
					203 - Animal Fee Forfeiture		203.11000 (Cash)	\$135.00	
142145	03/07/2024	Open			Accounts Payable	MACHAIN, TANIA	\$898.00		
					Invoice	Date	Description	Amount	
					14923935	02/26/2024	PLAY Program family credit	\$898.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$898.00		
142146	03/07/2024	Open			Accounts Payable	PAYNE, JORDAN	\$320.00		
					Invoice	Date	Description	Amount	
					14924330	02/26/2024	PLAY Program family credit	\$320.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$320.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
142147	03/07/2024	Open			Accounts Payable	PEREZ, CRYSTAL	\$1,093.00		
	Invoice		Date	Description			Amount		
	14924069		02/26/2024	PLAY Program family credit			\$1,093.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,093.00		
142148	03/07/2024	Open			Accounts Payable	RODRIGUEZ, JOEY	\$192.00		
	Invoice		Date	Description			Amount		
	TR 4941 PER DIEM		03/04/2024	SHERMAN BLOCK LEADERSHIP INSTITUTE, 03/20/24 - 03/23/24, FOLSOM			\$192.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$192.00		
142149	03/07/2024	Open			Accounts Payable	RODRIGUEZ, MARISELA	\$794.00		
	Invoice		Date	Description			Amount		
	14924192		02/26/2024	PLAY Program family credit			\$794.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$794.00		
142150	03/07/2024	Open			Accounts Payable	RUSH, SONIA	\$140.00		
	Invoice		Date	Description			Amount		
	TR4929 PER DIEM		02/15/2024	CRISIS INTERVENTION, 03/18/24-03/22/24, SAN DIEGO			\$140.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$140.00		
142151	03/07/2024	Open			Accounts Payable	SERRANO, ALMA	\$613.00		
	Invoice		Date	Description			Amount		
	14924216		02/26/2024	PLAY Program family credit			\$613.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$613.00		
142152	03/07/2024	Open			Accounts Payable	SULLIVAN, WILLIAM	\$50.00		
	Invoice		Date	Description			Amount		
	2024-00147510		02/29/2024	AC REFUND			\$50.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$50.00		
142153	03/07/2024	Open			Accounts Payable	THOMAS, KAREN	\$100.00		
	Invoice		Date	Description			Amount		
	2024-00124387		03/01/2024	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
142154	03/07/2024	Open			Accounts Payable	Thoresen, Jacqueline	\$986.00		
	Invoice		Date	Description			Amount		
	14923971		02/26/2024	PLAY Program family credit			\$986.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$986.00		
142155	03/07/2024	Open			Accounts Payable	TREJO, OSVALDO	\$350.00		
	Invoice		Date	Description			Amount		
	170867		02/29/2024	REIMBURSEMENT FOR TREJO WILDLAND BOOTS			\$350.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$350.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
142156	03/07/2024	Open			Accounts Payable	URBAN, NATHAN	\$350.00		
	Invoice		Date	Description			Amount		
	TR 4907 PER DIEM		12/06/2023	ICI CHILD ABUSE INV, 3/17/24-3/22/24, MONTEREY			\$350.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$350.00		
142157	03/07/2024	Open			Accounts Payable	VEGA ACOSTA, ARTURO	\$7,615.90		
	Invoice		Date	Description			Amount		
	TP23005175		02/27/2024	CASH REQUEST FOR TP23005175			\$7,615.90		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$7,615.90		

Type Check Totals:
AP - Accounts Payable Totals

95 Transactions

\$1,329,307.76

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$1,329,307.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	95	\$1,329,307.76	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$1,329,307.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	95	\$1,329,307.76	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$1,329,307.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	95	\$1,329,307.76	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$1,329,307.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	95	\$1,329,307.76	\$0.00

Payment Register

From Payment Date: 3/8/2024 - To Payment Date: 3/14/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
142158	03/08/2024	Open			Miscellaneous Billing Refund	Cervantes, Hector	\$300.00		
			Customer Type	Customer Number	Transaction Date	Transaction Type			
			Animal Control		6380 03/08/2024	Overpayment Adjustment			
			Paying Fund	Cash Account		Amount			
			998 - Due to/from Cash Clearing	998.11000 (Cash)		\$300.00			
142159	03/12/2024	Open			Utility Management Refund	AVALOS ULLOA, SUSANA	\$307.46		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Commercial Metered	957615-006	MOVE-OUT CREDIT	03/12/2024	Refund		
			Paying Fund	Cash Account		Amount			
			420 - WATER	420.11000 (Cash)		\$307.46			
142160	03/12/2024	Open			Utility Management Refund	DHINSA, AVTAR	\$496.11		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	453595-007	MOVE-OUT CREDIT	03/12/2024	Refund		
			Paying Fund	Cash Account		Amount			
			420 - WATER	420.11000 (Cash)		\$496.11			
142161	03/12/2024	Open			Utility Management Refund	ESQUIVEL, LIZ	\$102.64		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Multi Res Flat	130559-003	MOVE-OUT CREDIT	03/12/2024	Refund		
			Paying Fund	Cash Account		Amount			
			110 - General Fund	110.11000 (Cash)		\$102.64			
142162	03/12/2024	Open			Utility Management Refund	FIERROS, ESTHER	\$108.51		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	200115-005	MOVE-OUT CREDIT	03/12/2024	Refund		
			Paying Fund	Cash Account		Amount			
			420 - WATER	420.11000 (Cash)		\$108.51			
142163	03/12/2024	Open			Utility Management Refund	MADRUGA, JASON	\$173.79		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	675423-004	MOVE-OUT CREDIT	03/12/2024	Refund		
			Paying Fund	Cash Account		Amount			
			420 - WATER	420.11000 (Cash)		\$173.79			
142164	03/12/2024	Open			Utility Management Refund	SILVEIRA, BERNARDETE	\$547.87		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	150843-002	MOVE-OUT CREDIT	03/12/2024	Refund		
			Paying Fund	Cash Account		Amount			
			420 - WATER	420.11000 (Cash)		\$547.87			
142165	03/13/2024	Open			Accounts Payable	POSTMASTER	\$500.00		
			Invoice	Date	Description	Amount			
			BRM DEP 2024A	03/13/2024	BRM Account Deposit - BRM Permit #278-001	\$500.00			
			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
142172	03/14/2024	Open			Accounts Payable	ANDREW MIKKELSEN DBA CALSCADA LLC	\$4,675.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1093		03/01/2024		SCADA SERVICES		\$4,675.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,675.00		
142173	03/14/2024	Open			Accounts Payable	Animal Damage Management, Inc	\$6,210.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	334876		02/29/2024		GOPHER CONTROL		\$6,210.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,755.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$675.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,780.00		
142174	03/14/2024	Open			Accounts Payable	Aramark Uniform Services	\$3,677.76		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2/29/24		02/29/2024		UNIFORM RENTAL & LAUNDRY SERVICES - FEBRUARY 2024		\$3,677.76		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,101.93		
	205 - Sports Facilities				205.11000 (Cash)		\$115.96		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$124.28		
	246 - Landscape Assessment				246.11000 (Cash)		\$235.56		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,090.17		
	420 - WATER				420.11000 (Cash)		\$226.02		
	426 - Transit				426.11000 (Cash)		\$94.16		
	450 - SRWA - Operations				450.11000 (Cash)		\$431.09		
	505 - Fleet				505.11000 (Cash)		\$258.59		
142175	03/14/2024	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$100.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	000000022163		02/29/2024		SR02, 14-44 Intersection Improv @ W Main St & Tegner Rd-2/29/24		\$100.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$100.00		
142176	03/14/2024	Open			Accounts Payable	AT&T/SBC	\$66.11		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	RELAY 3/1/24		03/01/2024		Acct# 248 134-2929 655 9/ California Relay Srvc TDD		\$4.30		
	FIRE 3/1/24		03/01/2024		Acct# 233 841-5391 333 1/ Fire Dept		\$61.81		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$66.11		
142177	03/14/2024	Open			Accounts Payable	AXON ENTERPRISE, INC.	\$191,506.60		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INUS184203		10/24/2023		OFFICER SAFETY PLAN AND EVIDENCE.COM LICENSE		\$181,040.75		
	INUS187517		10/24/2023		YEAR 3 ADDITIONAL BODY CAMS		\$10,465.85		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$181,040.75		
	266 - Police Services Grants				266.11000 (Cash)		\$10,465.85		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
142178	03/14/2024	Open			Accounts Payable	BARNES WELDING SUPPLY	\$558.00		
	Invoice		Date	Description			Amount		
	0063330437		02/13/2024	NEW WELDER			\$558.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$558.00		
142179	03/14/2024	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$700.00		
	Invoice		Date	Description			Amount		
	8863.0001		01/31/2024	SRWA - Legal Services for 2023-24 January 2024			\$700.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$700.00		
142180	03/14/2024	Open			Accounts Payable	BICSEC SECURITY INC	\$3,229.41		
	Invoice		Date	Description			Amount		
	213113		03/01/2024	Switch Gear Bldg; Fire Monitoring; 04/01-04/30/2024			\$120.00		
	211055		01/01/2024	Transit Center, Fire & Security monitoring 2/01 - 2/29/2024			\$186.25		
	211087		01/01/2024	CNG Bus Maint Building, Fire monitoring 2/1 - 2/29/2024			\$138.25		
	211094		01/01/2024	Chlorine Building, Fire & Security monitoring 02/01 - 02/29/2024			\$161.25		
	211090		01/01/2024	Fire Station 1, Fire & Security Monitoring 02/01/24 - 02/29/2024			\$121.25		
	212070		02/01/2024	Transit Center, Fire & Security monitoring 3/1 - 3/31/2024			\$186.25		
	212105		02/01/2024	CNG Bus Maint Building, Fire monitoring 03/01- 03/31/2024			\$138.25		
	212108		02/01/2024	Fire Station 1, Fire & Security Monitoring 03/01/24 - 03/31/2024			\$121.25		
	212112		02/01/2024	Chlorine Building, Fire & Security monitoring 03/01 - 03/31/2024			\$161.25		
	213939		03/01/2024	Public Safety; Annual Fire Sprinkler Inspection; 4/1 - 4/30/2024			\$186.66		
	213112		03/01/2024	City Hall, Fire & Security Monitoring 04/01 - 04/30/2024			\$140.00		
	213111		03/01/2024	Chlorine Building, Fire & Security monitoring 04/01 - 04/30/2024			\$161.25		
	213109		03/01/2024	Transit Center, Commercial monitoring 04/01/2024 - 04/30/2024			\$20.00		
	213107		03/01/2024	Fire Station 1, Fire & Security Monitoring 04/01/24 - 04/30/2024			\$121.25		
	213103		03/01/2024	CNG Bus Maint Building, Fire monitoring 04/01- 04/30/2024			\$138.25		
	213065		03/01/2024	Transit Center, Commercial monitoring 04/01/2024 - 04/30/2024			\$186.25		
	210639		12/01/2023	Training Facility; fire and security monitoring 1/1 - 3/31/2024			\$542.75		
	207648		09/01/2023	Training Facility; fire & security monitoring 10/1 - 12/31/2023			\$399.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,632.16		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$603.75		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	426 - Transit			426.11000 (Cash)			\$993.50		
142181	03/14/2024	Open			Accounts Payable	BOBO CONSTRUCTION INC	\$339,925.73		
	Invoice		Date	Description			Amount		
	PP1/CP 19-51B		01/31/2024	19-51B Columbia Pool Improvements Construction- 1/1/24-1/31/24			\$339,925.73		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$339,925.73		
142182	03/14/2024	Open			Accounts Payable	BONANDER TRUCKS	\$265.08		
	Invoice		Date	Description			Amount		
	272080		03/05/2024	F-HARNESS			\$265.08		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$265.08		
142183	03/14/2024	Open			Accounts Payable	BRAGG INVESTMENT COMPANY DBA COASTLINE EQUIPMENT	\$2,035.39		
	Invoice		Date	Description			Amount		
	1107645		03/01/2024	EL92-660 new winch cable			\$2,035.39		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$2,035.39		
142184	03/14/2024	Open			Accounts Payable	BSK & ASSOCIATES	\$1,644.00		
	Invoice		Date	Description			Amount		
	0105187		02/29/2024	19-51B Columbia Pool Improvements Construction- 2/1/24-2/29/24			\$1,342.75		
	0105288		12/31/2023	SR07, 21-44 Pedretti Park Lighting Improvements- 12/1/23-12/31/23			\$301.25		
	Paying Fund			Cash Account			Amount		
	120 - Tourism			120.11000 (Cash)			\$301.25		
	301 - Capital Improvements			301.11000 (Cash)			\$1,342.75		
142185	03/14/2024	Open			Accounts Payable	CALLYO 2009 Corp	\$3,540.00		
	Invoice		Date	Description			Amount		
	R19140		03/05/2024	CALLYO STANDARD RENEWAL 6/1/2 - 5/31/25			\$3,540.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,540.00		
142186	03/14/2024	Open			Accounts Payable	CENTRAL SANITARY SUPPLY dba BRADY INDUSTRIES	\$59.61		
	Invoice		Date	Description			Amount		
	7243988		03/01/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$59.61		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$59.61		
142187	03/14/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,526.21		
	Invoice		Date	Description			Amount		
	0006514021524		02/15/2024	internet at city bldgs; Senior Center; Marty Yerby & Rube Boesch			\$258.91		
	170078401030124		03/01/2024	170078401 / D. LEWIS 2014 Independence Dr. Admin Internet			\$84.98		
	170074001030124		03/01/2024	170074001 / WQC 901 S Walnut Rd			\$99.98		
	170078701030124		03/01/2024	170078701 / L. MACHADO 4304 Arcadian Dr IT Internet			\$89.99		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	170075001030124		03/01/2024		170075001 / CITY HALL 156 S Broadway #116 City		\$399.00		
	170073601030124		03/01/2024		Wide Internet 170073601 / PSF TV & INTERNET 244 N Broadway		\$593.35		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$937.24		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$49.99		
	420 - WATER				420.11000 (Cash)		\$49.99		
	501 - Information Technology				501.11000 (Cash)		\$488.99		
142188	03/14/2024	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$393.52		
	Invoice		Date		Description		Amount		
	4009326626		03/07/2024		FEBRUARY 2024 PREMIUMS		\$393.52		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$393.52		
142189	03/14/2024	Open			Accounts Payable	CITY OF MODESTO	\$57,998.46		
	Invoice		Date		Description		Amount		
	144775		02/27/2024		FLEET MAINTENANCE SEPT 2023		\$17,993.43		
	144776		02/27/2024		FLEET MAINTENANCE OCT 2023		\$30,744.17		
	144777		02/27/2024		FLEET MAINTENANCE NOV 2023		\$1,270.88		
	144778		02/27/2024		FLEET MAINTENANCE DEC 2023		\$4,802.45		
	144779		02/27/2024		FLEET MAINTENANCE JAN 2024		\$3,187.53		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$57,998.46		
142190	03/14/2024	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$6,878.00		
	Invoice		Date		Description		Amount		
	MW-2-24		02/29/2024		MONTHLY WEED CONTROL SERVICES - FEB 2024		\$5,093.00		
	MP-2-24		02/29/2024		MONTHLY PEST CONTROL SERVICES - FEB 2024		\$1,785.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$430.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$303.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,995.00		
	416 - Recycled Water Sales				416.11000 (Cash)		\$75.00		
	420 - WATER				420.11000 (Cash)		\$870.00		
	426 - Transit				426.11000 (Cash)		\$60.00		
	505 - Fleet				505.11000 (Cash)		\$145.00		
142191	03/14/2024	Open			Accounts Payable	Confluence Engineering Group LLC	\$1,867.00		
	Invoice		Date		Description		Amount		
	19-0224TRLKWQSP2		02/29/2024		BILLING PERIOD 2/1 - 2/29/24		\$1,867.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$1,867.00		
142192	03/14/2024	Open			Accounts Payable	CRESCENT SURPLUS INC	\$791.15		
	Invoice		Date		Description		Amount		
	412394		02/26/2024		UNIFORM - SAMUEL MCCLURE RTC		\$791.15		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$791.15		
142193	03/14/2024	Open			Accounts Payable	CULLIGAN INC	\$88.50		
	Invoice		Date		Description		Amount		
	1.31.2024		01/31/2024		ACCT #180900 De-ionized water for WQC Lab		\$88.50		

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	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$88.50		
142194	03/14/2024	Open			Accounts Payable	CURTIS & SONS INC, L N	\$5,256.36		
	Invoice			Date	Description		Amount		
				11/16/2023	EXTENDABLE PORTABLE SCENE LIGHT		\$2,204.47		
				10/27/2023	RESCUE EQUIPMENT ST#17		\$2,000.38		
				11/26/2023	HARKEN INDUSTRIAL WINGMAN SYSTEM		\$1,051.51		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,051.89		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$2,204.47		
142195	03/14/2024	Open			Accounts Payable	DEPARTMENT OF MOTOR VEHICLES	\$81.00		
	Invoice			Date	Description		Amount		
				02/21/2024	LICENSE PLATE REPLACEMENT FOR EL06-612		\$27.00		
				03/11/2024	LICENSE PLATE REPLACEMENT FOR AD03-4843		\$27.00		
				03/11/2024	LICENSE PLATE REPLACEMENT FOR PR03-4341		\$27.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$27.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$27.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$27.00		
142196	03/14/2024	Open			Accounts Payable	DF ENGINEERING INC	\$10,940.00		
	Invoice			Date	Description		Amount		
				02/29/2024	22-001 Pre/Post Construction Corner Records Package 1-2/29/24		\$10,940.00		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$10,940.00		
142197	03/14/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$442.13		
	Invoice			Date	Description		Amount		
				02/20/2024	PARTS FOR PEDRETTI PARK SCOREBOARD		\$302.82		
				02/27/2024	WQC SUPPLIES		\$32.79		
				02/15/2024	FASTENING CLIPS FOR CHRISTY BOX COVERS		\$34.40		
				02/22/2024	SUPPLIES		\$72.12		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			\$302.82		
	246 - Landscape Assessment			246.11000 (Cash)			\$139.31		
142198	03/14/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$171.24		
	Invoice			Date	Description		Amount		
				02/28/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$102.80		
				02/28/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$169.46		
				02/29/2024	CREDIT FOR CATUR190846		(\$101.02)		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$171.24		
142199	03/14/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$264.15		
	Invoice			Date	Description		Amount		
				03/01/2024	SHIPPING CHARGES FOR 3/1/24		\$137.63		
				03/08/2024	SHIPPING CHARGES FOR 3/8/24		\$126.52		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$137.63		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$126.52		
142200	03/14/2024	Open			Accounts Payable	Filter Element Store	\$14,625.30		
			Invoice	Date	Description	Amount			
			SI-128228	02/15/2024	Filter replacements	\$14,625.30			
			Paying Fund		Cash Account	Amount			
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$14,625.30		
142201	03/14/2024	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$336.00		
			Invoice	Date	Description	Amount			
			4708	03/11/2024	Special Meetings - February 2024	\$336.00			
			Paying Fund		Cash Account	Amount			
			110 - General Fund	110.11000 (Cash)			\$336.00		
142202	03/14/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,883.83		
			Invoice	Date	Description	Amount			
			030224WILSON	03/07/2024	03022024 PAYROLL WITHHOLDING	\$1,883.83			
			Paying Fund		Cash Account	Amount			
			104 - Payroll Clearing Fund	104.11000 (Cash)			\$1,883.83		
142203	03/14/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$5,956.30		
			Invoice	Date	Description	Amount			
			BJ3J0416	03/07/2024	DIOXIN (SOLID)	\$49.50			
			K4B2105	02/21/2024	DOWNTOWN PCE REMEDIATION	\$1,494.00			
			K4B2604	02/26/2024	SENTINEL PLAN (CONFLUENCE)	\$403.20			
			K4B2001	02/20/2024	BIMONTHLY WASTEWATER ANALYSIS - TOTAL PHOSPHOROUS	\$46.20			
			K4B2210	02/22/2024	LOW CT EVALUATION	\$1,176.00			
			K4B2904	02/29/2024	PRS STATION MONITORING W-24 (CONFLUENCE)	\$738.15			
			K4B2905	02/29/2024	PRS STATION MONITORING W-37 (CONFLUENCE)	\$738.15			
			K4C0401	03/04/2024	ARSENIC, GOLD RUSH - INORGANIC, EDT REPORTING	\$69.00			
			K4b0107	02/01/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, TOC, TTHM, Alkalinity	\$776.10			
			K4b2718	02/27/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual	\$48.00			
			K4B2810	02/28/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual	\$232.00			
			K4B2906	02/29/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual	\$93.00			
			K4C0104	03/01/2024	SRWA LABORATORY ANALYSIS SERVICES - BacT, Residual	\$93.00			
			Paying Fund		Cash Account	Amount			
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,271.70		
			420 - WATER	420.11000 (Cash)			\$3,442.50		
			950 - SRWA - JPA	950.11000 (Cash)			\$1,242.10		
142204	03/14/2024	Open			Accounts Payable	GOMES PROPANE	\$537.88		
			Invoice	Date	Description	Amount			
			12593	02/29/2024	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT	\$29.27			
			12592	02/26/2024	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT	\$21.67			
			12589	02/22/2024	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT	\$129.26			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	12583		02/14/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$44.10		
	12582		02/12/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$59.69		
	12581		02/12/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$60.07		
	12571		01/29/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$56.49		
	12565		01/19/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$84.02		
	12553		01/05/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$30.36		
	12549		01/04/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$22.95		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$537.88		
142205	03/14/2024	Open			Accounts Payable	GRAINGER INC, W W	\$11,742.07		
	Invoice		Date	Description			Amount		
	9037512515		02/29/2024	SEAT BELT CUTTER,4-3/4 IN H			\$57.68		
	9038395779		03/01/2024	SRWA Misc. Maintenance Tools/Equipment - Utility Pump			\$5,721.77		
	9038395761		03/01/2024	SRWA Misc. Maintenance Tools/Equipment - water hose assembly			\$0.00		
	9037164127		02/29/2024	SRWA Misc. Maintenance Tools/Equip. pressure washer, oil, cart			\$5,962.62		
	9039000089		03/01/2024	SRWA Misc. Maintenance Tools/Equipment suction strainer			\$0.00		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$57.68		
	450 - SRWA - Operations				450.11000 (Cash)		\$11,684.39		
142206	03/14/2024	Open			Accounts Payable	GROENIGER & COMPANY DBA FERGUSON ENTERPRISES INC	\$2,496.94		
	Invoice		Date	Description			Amount		
	1841940		02/21/2024	Pipe & pipe fittings for Municipal Services Utilities Division			\$2,496.94		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,248.47		
	420 - WATER				420.11000 (Cash)		\$1,248.47		
142207	03/14/2024	Open			Accounts Payable	HASA INC	\$54,933.49		
	Invoice		Date	Description			Amount		
	943564		02/16/2024	SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE			\$13,062.09		
	943578		02/20/2024	SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE			\$13,033.37		
	944003		02/23/2024	SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE			\$15,793.36		
	944427		02/27/2024	SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE			\$13,044.67		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$54,933.49		
142208	03/14/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	\$679.45		
	Invoice		Date	Description			Amount		
	INV00289928		02/28/2024	ROVER RUST REMOVER 454G			\$326.96		
	INV00287680		02/26/2024	TOTAL CHLORINE REAGENT SET FOR HACH CL17/CL17SC			\$352.49		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$679.45		
142209	03/14/2024	Open			Accounts Payable	HLP INC	\$9,385.20		
	Invoice			Description			Amount		
	240134		02/01/2024	WEBCHAMELEON SOFTWARE SUPPORT - SERVER			\$4,171.20		
	190991		01/01/2024	CHAMELEON SOFTWARE ANNUAL SUPPORT AND MAINTENANCE			\$5,214.00		
	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			\$9,385.20		
142210	03/14/2024	Open			Accounts Payable	INDEPENDENT ELECTRIC INC	\$1,737.65		
	Invoice			Description			Amount		
	S106347249.001		02/16/2024	DIGESTER EQUIPMENT			\$1,336.09		
	S106353151.001		02/22/2024	PARTS FOR DIANNE STORM			\$401.56		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,336.09		
	420 - WATER			420.11000 (Cash)			\$401.56		
142211	03/14/2024	Open			Accounts Payable	Inferrera Construction Mgmt Group, Inc	\$40,852.01		
	Invoice			Description			Amount		
	24003		01/31/2024	SRWA - Construction Management 2023-24 January 2024			\$40,852.01		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$40,852.01		
142212	03/14/2024	Open			Accounts Payable	KEENAN & ASSOCIATES	\$28,347.25		
	Invoice			Description			Amount		
	302037		03/01/2024	Workers Comp 4 Qtr Installment 7/1/23-6/30/24			\$28,347.25		
	Paying Fund			Cash Account			Amount		
	510 - Workers Compensation Ins			510.11000 (Cash)			\$28,347.25		
142213	03/14/2024	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$10,875.00		
	Invoice			Description			Amount		
	51529870		02/21/2024	Planning and Engineering OnBase Configuration			\$6,500.00		
	51529871		02/21/2024	HR OnBase Configuration			\$4,375.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,375.00		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$6,500.00		
142214	03/14/2024	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$39.08		
	Invoice			Description			Amount		
	11228685		02/29/2024	Acct #9020101104 - Translation services for Police Department			\$39.08		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$39.08		
142215	03/14/2024	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$60.00		
	Invoice			Description			Amount		
	SIP-E192047		02/21/2024	FEBRUARY 2024 SAT DATA SERVICES			\$60.00		
	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
142222	03/14/2024	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$1,723.61		
	Invoice		Date	Description		Amount			
	202570 03		02/29/2024	SRWA Supplies - Couplings, Unions, Wheeler Cutter		\$543.65			
	203252 01		03/06/2024	SRWA Supplies - Tees, Unions, Solder		\$1,179.96			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,723.61			
142223	03/14/2024	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	\$4,278.90		
	Invoice		Date	Description		Amount			
	CINV-256838		02/29/2024	SRWA - Phase III Environmental Work for 2023-24 January 2024		\$4,278.90			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$4,278.90			
142224	03/14/2024	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$172.00		
	Invoice		Date	Description		Amount			
	IN1956029		10/30/2023	SCBA FLOW TEST		\$172.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$172.00			
142225	03/14/2024	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	\$100.05		
	Invoice		Date	Description		Amount			
	52769918		02/20/2024	SYR 05CC W/O NEEDLE LS W/ CAP/ ROMPUN INJ		\$100.05			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$100.05			
142226	03/14/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$698.35		
	Invoice		Date	Description		Amount			
	817023		03/06/2024	MED PRO STROBE YEL ()		\$150.99			
	816686		02/28/2024	CIRCUIT (468)		\$26.05			
	817069		03/06/2024	PLASTIC CREEPER ,AIR CYLDR CRPER SEAT		\$467.01			
	817097		03/07/2024	AIR CYLDR CRPER SEAT (620		\$54.30			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$150.99			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$26.05			
	426 - Transit			426.11000 (Cash)		\$260.65			
	505 - Fleet			505.11000 (Cash)		\$260.66			
142227	03/14/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$4,860.39		
	Invoice		Date	Description		Amount			
	8577-419410		03/04/2024	BRAKE ROTOR		\$107.30			
	8577-419428		03/04/2024	TOGGLE SWITCH		\$70.71			
	8577-419545		03/05/2024	STROBE		\$98.77			
	8577-419544		03/05/2024	PIGTAIL		\$4.61			
	8577-419584		03/06/2024	BATTERY		\$178.72			
	8577-419624		03/06/2024	BATTERY - Credit for Orig 414997		(\$23.90)			
	8577-419668		03/07/2024	FUEL CAP		\$17.54			
	8577-419671		03/07/2024	MICRO-V BELT		\$67.38			
	8577-419673		03/07/2024	SERP BELT-POLY RIB		\$236.37			
	8577-419733		03/07/2024	TIRE INFLATION SYSTEM		\$3,384.31			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8577-419742		03/07/2024		NORCO CASTER WITH WHEEL LOCK		\$181.74		
	8577-419767		03/08/2024		OIL SEAL ,BEARING		\$64.55		
	8577-419777		03/08/2024		ROTORS AND PADS		\$472.29		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$103.38		
	246 - Landscape Assessment				246.11000 (Cash)		\$107.30		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$779.91		
	426 - Transit				426.11000 (Cash)		\$485.49		
	505 - Fleet				505.11000 (Cash)		\$3,384.31		
142228	03/14/2024	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$5,666.38		
	Invoice		Date		Description		Amount		
	24326		02/29/2024		SR06, 18-67 Water Main and Sewer Replacement 2023-2/29/24		\$5,666.38		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$5,666.38		
142229	03/14/2024	Open			Accounts Payable	ON THE SPOT DESIGN	\$65.18		
	Invoice		Date		Description		Amount		
	3724		12/06/2023		Open purchase order for decals for city vehicles SRWA gem cars		\$65.18		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$65.18		
142230	03/14/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$11,508.00		
	Invoice		Date		Description		Amount		
	3999		02/21/2024		SRWA - Senior Operator EB 2.19.24 - 2.21.24		\$4,110.00		
	3998		02/25/2024		SRWA - Senior Operator MC 2.21.24 - 2.25.24		\$7,398.00		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$11,508.00		
142231	03/14/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$255.05		
	Invoice		Date		Description		Amount		
	2800-410007		03/06/2024		INJ SEAL KIT, SPARK PLUG		\$82.92		
	2800-410184		03/07/2024		MICRO-V BELT		\$27.18		
	2800-410347		03/07/2024		PURGE VALVE		\$144.95		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$144.95		
	426 - Transit				426.11000 (Cash)		\$110.10		
142232	03/14/2024	Open			Accounts Payable	OTIS ELEVATOR CO INC	\$9,810.60		
	Invoice		Date		Description		Amount		
	100401403724		01/11/2024		PSF Maintenance Service Term 1/1/2024 - 12/31/2024		\$9,810.60		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$9,810.60		
142233	03/14/2024	Open			Accounts Payable	P G & E	\$489.80		
	Invoice		Date		Description		Amount		
	COLUMBIA 3/3/24		03/03/2024		6180280303-3 / 600 Columbia St		\$8.11		
	HIGH 3/3/24		03/03/2024		0221941093-9 / 595 High St		\$7.84		
	R. BOESCH 3/3/24		03/03/2024		4388605407-1 / 275 N Orange		\$82.66		
	FIRE#3 3/6/24		03/06/2024		2087893140-9 / 501 E Monte Vista Ave		\$391.19		
	Paying Fund				Cash Account		Amount		

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	110 - General Fund			110.11000 (Cash)			\$489.80		
142234	03/14/2024	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$20,377.60		
	Invoice		Date	Description			Amount		
	059229306		01/29/2024	PIPE & PIPE FITTINGS			\$6,226.85		
	059098365-6		01/30/2024	PIPE & PIPE FITTINGS			\$1,526.75		
	059098365-8		02/29/2024	PIPE & PIPE FITTINGS			\$1,031.20		
	059229306-5		02/29/2024	PIPE & PIPE FITTINGS			\$588.74		
	059098365-7		02/02/2024	PIPE & PIPE FITTINGS			\$935.78		
	059229306-4		02/27/2024	PIPE & PIPE FITTINGS			\$1,356.00		
	059171816-2		02/02/2024	PIPE & PIPE FITTINGS			\$665.33		
	058764418-9		02/07/2024	PIPE & PIPE FITTINGS			\$7,308.94		
	059229306-3		02/06/2024	PIPE & PIPE FITTINGS			\$130.39		
	059229306-2		02/05/2024	PIPE & PIPE FITTINGS			\$430.39		
	059229306-1		02/02/2024	PIPE & PIPE FITTINGS			\$177.23		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2.04		
	420 - WATER			420.11000 (Cash)			\$20,375.56		
142235	03/14/2024	Open			Accounts Payable	POSTMASTER	\$2,000.00		
	Invoice		Date	Description			Amount		
	BRM DEP 2024B		03/14/2024	BRM Account Deposit - BRM Permit #278-001			\$2,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,000.00		
142236	03/14/2024	Open			Accounts Payable	PRECISION CONCRETE CUTTING	\$3,482.33		
	Invoice		Date	Description			Amount		
	54495		02/23/2024	SIDEWALK OFFSET REPAIRS			\$3,482.33		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$3,482.33		
142237	03/14/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$2,079.50		
	Invoice		Date	Description			Amount		
	107757		01/31/2024	22-001 Citywide Street Rehab Projects - Bid Packages 1 -1/31/24			\$2,079.50		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$2,079.50		
142238	03/14/2024	Open			Accounts Payable	PUBLIC RESTROOM CO INC	\$626,835.00		
	Invoice		Date	Description			Amount		
	PP2/1951B #25139		02/29/2024	Columbia Pool Renovation-Storage, Con and Restroom Buildings			\$626,835.00		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$626,835.00		
142239	03/14/2024	Open			Accounts Payable	R COMMUNICATIONS	\$2,217.44		
	Invoice		Date	Description			Amount		
	2693		02/13/2024	Cable work for PD Training Room			\$2,217.44		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,217.44		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
142240	03/14/2024	Open			Accounts Payable	Ricoh USA, Inc.	\$277.92		
	Invoice		Date	Description			Amount		
	5068972668		02/18/2024	SRWA - Copy/Printer Machine maint 1/18/24 - 2/17/24			\$277.92		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$277.92		
142241	03/14/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$1,225.00		
	Invoice		Date	Description			Amount		
	22643		03/01/2024	PRE COE SCREENING			\$225.00		
	22622		02/29/2024	CONTRACT MARCH 2024			\$1,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,225.00		
142242	03/14/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$4,952.64		
	Invoice		Date	Description			Amount		
	3036349638		03/04/2024	filters			\$391.59		
	3036374118		03/05/2024	HINGE ASY - DOOR			\$47.68		
	3036377267		03/06/2024	COIL,IGNITION			\$1,531.61		
	3036386235		03/06/2024	COIL,IGNITION			\$1,564.20		
	3036415035		03/07/2024	TUBE,BREATHER			\$1,417.56		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$391.59		
	426 - Transit			426.11000 (Cash)			\$4,561.05		
142243	03/14/2024	Open			Accounts Payable	SAFE-T-LITE CO INC	\$4,532.01		
	Invoice		Date	Description			Amount		
	395120		12/14/2023	Our Lady of Guadalupe 2023			\$1,079.82		
	392315		07/31/2023	State of The City 2023			\$575.20		
	394068		10/24/2023	THS Homecoming Parade 2023			\$1,655.25		
	395344		12/28/2023	Festival of Lights 2023			\$1,221.74		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,532.01		
142244	03/14/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$420.38		
	Invoice		Date	Description			Amount		
	0142984-IN		01/30/2024	Public Works - Regular Envelopes (5000ct)			\$420.38		
	Paying Fund			Cash Account			Amount		
	120 - Tourism			120.11000 (Cash)			\$420.38		
142245	03/14/2024	Open			Accounts Payable	SHARPENING SHOP	\$2,957.85		
	Invoice		Date	Description			Amount		
	415088		02/27/2024	COMM 30 SELF PROPELLED BLADE BRAKE CONTR			\$2,491.86		
	415065		02/27/2024	25CC W14" B&C AND 63PMC 52E CHAIN LOOP			\$465.99		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$465.99		
	246 - Landscape Assessment			246.11000 (Cash)			\$2,491.86		
142246	03/14/2024	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$25,964.19		
	Invoice		Date	Description			Amount		
	46999		01/31/2024	23-033 Engineering Design Services Task Order 1-1/1/24-1/31/24			\$25,964.19		
	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
142254	03/14/2024	Open			Accounts Payable	TRI-CITY POWER, INC	\$14,344.78		
		Invoice	Date	Description		Amount			
		3854	01/26/2024	UPS Replacement Batteries - Council Chambers		\$14,344.78			
		Paying Fund		Cash Account		Amount			
		240 - Small Equipment Replacement		240.11000 (Cash)		\$14,344.78			
142255	03/14/2024	Open			Accounts Payable	TURLOCK CITY TOW INC	\$205.00		
		Invoice	Date	Description		Amount			
		134948	02/04/2024	TOWING SERVICE FOR PD ON 2/4/24		\$45.00			
		124927	01/26/2024	TOWING SERVICE FOR PD ON 1/26/24		\$45.00			
		132570	02/09/2024	TOWING SERVICE FOR PD ON 2/9/24		\$40.00			
		135013	01/30/2024	TOWING SERVICE FOR STORM ON 1/30/24		\$75.00			
		Paying Fund		Cash Account		Amount			
		110 - General Fund		110.11000 (Cash)		\$130.00			
		410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$75.00			
142256	03/14/2024	Open			Accounts Payable	TURLOCK JOURNAL	\$500.00		
		Invoice	Date	Description		Amount			
		361086	02/18/2024	Web Banner AD-Instrument & Control Tech 2.16.24		\$250.00			
		361087	02/18/2024	Web Banner AD-Housing Program Specialist 2.16.24		\$250.00			
		Paying Fund		Cash Account		Amount			
		255 - CDBG		255.11000 (Cash)		\$250.00			
		450 - SRWA - Operations		450.11000 (Cash)		\$250.00			
142257	03/14/2024	Open			Accounts Payable	UNITED RENTAL INC	\$230.29		
		Invoice	Date	Description		Amount			
		229605999-001	01/26/2024	GENERATOR RENTAL		\$230.29			
		Paying Fund		Cash Account		Amount			
		410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$230.29			
142258	03/14/2024	Open			Accounts Payable	UNITED SITE SERVICES OF CALIFORNIA, INC.	\$211.68		
		Invoice	Date	Description		Amount			
		114-13808384	02/29/2024	PEDRETTI PARK PORTABLES 2/27/24 - 3/25/2024		\$211.68			
		Paying Fund		Cash Account		Amount			
		205 - Sports Facilities		205.11000 (Cash)		\$211.68			
142259	03/14/2024	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$762.03		
		Invoice	Date	Description		Amount			
		0128444240301	03/01/2024	Acct #128444 - Public Safety internet service		\$762.03			
		Paying Fund		Cash Account		Amount			
		110 - General Fund		110.11000 (Cash)		\$762.03			
142260	03/14/2024	Open			Accounts Payable	Van Dermyden Makus Law Corporation	\$17,903.80		
		Invoice	Date	Description		Amount			
		29154	02/12/2024	Van Dermyden Makus Services Jan 2024		\$17,903.80			
		Paying Fund		Cash Account		Amount			
		110 - General Fund		110.11000 (Cash)		\$17,903.80			
142261	03/14/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$541.45		
		Invoice	Date	Description		Amount			
		8815390632	02/27/2024	POTASSIUM CHLORIDE 3 MOLAR		\$79.34			
		8815376544	02/26/2024	SYRINGE LUERLOCK TIP NON ST 60 ML PK 25		\$133.97			

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	8815408752		02/28/2024		MFS 25 0.45 NITRATE NONSTERILE		\$215.97		
	8815403603		02/28/2024		KWIK STIK 2 PACK ATCC 10145		\$83.05		
	8815403602		02/28/2024		CYLINDER GLASS A UNSERIALIZED 10ML PR		\$29.12		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$79.34		
	420 - WATER				420.11000 (Cash)		\$462.11		
142262	03/14/2024	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$279.08		
	Invoice			Date	Description		Amount		
	849810189		03/01/2024		ONLINE SOFTWARE SUBSCRIPTION FOR 02/01/24 - 02/29/24		\$279.08		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$279.08		
142263	03/14/2024	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$2,468.39		
	Invoice			Date	Description		Amount		
	S2186180.001		02/23/2024		STORM 32		\$2,468.39		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,468.39		
142264	03/14/2024	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$256,577.24		
	Invoice			Date	Description		Amount		
	1036912		02/26/2024		SRWA New Property Policy		\$247,807.41		
	1036914		02/26/2024		SRWA B&M Jurisdictional Inspection & Terrorism Fees		\$8,769.83		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$256,577.24		
142265	03/14/2024	Open			Accounts Payable	ACOSTA, ANGELIQUE	\$319.00		
	Invoice			Date	Description		Amount		
	14970294		03/04/2024		PLAY PROGRAM FAMILY CREDIT		\$319.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$319.00		
142266	03/14/2024	Open			Accounts Payable	BARKHOUSEN, MARSHA	\$100.00		
	Invoice			Date	Description		Amount		
	2023-00123788		03/08/2024		A/C REFUND		\$100.00		
	Paying Fund				Cash Account		Amount		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$100.00		
142267	03/14/2024	Open			Accounts Payable	BERNARDI, CATHIE	\$92.66		
	Invoice			Date	Description		Amount		
	01272024		01/27/2024		SPECIAL EVENT DEPOSIT REFUND		\$92.66		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$92.66		
142268	03/14/2024	Open			Accounts Payable	CALIFORNIA ASSOC. OF PUBLIC INFO. OFFICIALS	\$45.00		
	Invoice			Date	Description		Amount		
	20155		01/24/2024		COMMUNICATING SOLO, WEBINAR, 01.30.24 - D. SANCHEZ		\$45.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$45.00		

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142269	03/14/2024	Open			Accounts Payable	CROXEN, RAYMOND	\$404.00		
		Invoice	Date	Description		Amount			
		TR 4947 PER DIEM	03/08/2024	ICI CHILD ABUSE INV, 3/24/24 - 3/30/24, WHITTIER		\$404.00			
		Paying Fund		Cash Account		Amount			
		110 - General Fund		110.11000 (Cash)		\$404.00			
142270	03/14/2024	Open			Accounts Payable	DHANOTA, TIFFINI	\$140.00		
		Invoice	Date	Description		Amount			
		TR 4827 Per Diem	10/16/2023	NeoGov Ignite Conference 10.16.23-10.19.23 NV		\$140.00			
		Paying Fund		Cash Account		Amount			
		110 - General Fund		110.11000 (Cash)		\$140.00			
142271	03/14/2024	Open			Accounts Payable	FINCH, FRANK	\$100.00		
		Invoice	Date	Description		Amount			
		TR4946 PER DIEM	03/07/2024	D1-D5 EXAM PREP, Sacramento CA, 3/19/24-3/21/24		\$100.00			
		Paying Fund		Cash Account		Amount			
		420 - WATER		420.11000 (Cash)		\$100.00			
142272	03/14/2024	Open			Accounts Payable	GEER ROAD AT PEDRAS INC	\$8,250.00		
		Invoice	Date	Description		Amount			
		20-041E	03/09/2024	IMPROVEMENT SECURITY EP 20-041E 90 PEDRAS RD		\$8,250.00			
		Paying Fund		Cash Account		Amount			
		110 - General Fund		110.11000 (Cash)		\$8,250.00			
142273	03/14/2024	Open			Accounts Payable	GEER ROAD AT PEDRAS INC	\$462.00		
		Invoice	Date	Description		Amount			
		GP 19-044G	03/09/2024	DUST SECURITY 19-044G 90 PEDRAS RD		\$462.00			
		Paying Fund		Cash Account		Amount			
		110 - General Fund		110.11000 (Cash)		\$462.00			
142274	03/14/2024	Open			Accounts Payable	HIGAREDA, GERARDO	\$404.00		
		Invoice	Date	Description		Amount			
		TR 4947 PER DIEM	03/08/2024	ICI CHILD ABUSE INV., 3/24/24 - 3/30/24, WHITTIER		\$404.00			
		Paying Fund		Cash Account		Amount			
		110 - General Fund		110.11000 (Cash)		\$404.00			
142275	03/14/2024	Open			Accounts Payable	INDERBITZEN, PAUL	\$30.00		
		Invoice	Date	Description		Amount			
		TR 4948 PER DIEM	03/08/2024	CCW COORDINATOR CONF., 3/11/24 - 3/13/24, VACAVILLE		\$30.00			
		Paying Fund		Cash Account		Amount			
		110 - General Fund		110.11000 (Cash)		\$30.00			
142276	03/14/2024	Open			Accounts Payable	Khiek, Peou	\$140.30		
		Invoice	Date	Description		Amount			
		TR4828AUTO	12/15/2023	ESRI User Conference 7/9/23 - 7/14/23		\$140.30			
		Paying Fund		Cash Account		Amount			
		501 - Information Technology		501.11000 (Cash)		\$140.30			
142277	03/14/2024	Voided	INCORRECT ENTRY	03/15/2024	Accounts Payable	LOPES, VICKI	\$100.40		
		Invoice	Date	Description		Amount			
		09302023	03/04/2024	SPECIAL EVENT DEPOSIT REFUND		\$100.40			
		Paying Fund		Cash Account		Amount			

Payment Register

From Payment Date: 3/8/2024 - To Payment Date: 3/14/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					110 - General Fund	110.11000 (Cash)	\$100.40		
142278	03/14/2024	Open			Accounts Payable	LOREGA, DEVIN	\$100.00		
					Invoice	Date	Description	Amount	
					TR4946 PER DIEM	03/07/2024	D1-D5 EXAM PREP, Sacramento CA, 3/19/24-3/21/24	\$100.00	
					Paying Fund		Cash Account	Amount	
					420 - WATER		420.11000 (Cash)	\$100.00	
142279	03/14/2024	Open			Accounts Payable	MALLORY, DAVID	\$450.00		
					Invoice	Date	Description	Amount	
					240188	03/08/2024	REIMBURSEMENT FIRE OFFICER 3C MALLORY 2/22/24	\$450.00	
					Paying Fund		Cash Account	Amount	
					265 - Fire Department Grants		265.11000 (Cash)	\$450.00	
142280	03/14/2024	Open			Accounts Payable	MCCOY, DEVIN	\$196.00		
					Invoice	Date	Description	Amount	
					TR 4940 PER DIEM	03/01/2024	2024 CAPE TRAINING SEMINAR, 03.25.24 - 03.29.24, ROHNERT PARK	\$196.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$196.00	
142281	03/14/2024	Open			Accounts Payable	PACE, VERONICA	\$108.00		
					Invoice	Date	Description	Amount	
					14971907	03/04/2024	PLAY PROGRAM - FAMILY CREDIT	\$108.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$108.00	
142282	03/14/2024	Open			Accounts Payable	PEREZ, GREG	\$100.00		
					Invoice	Date	Description	Amount	
					TR4946 PER DIEM	03/07/2024	D1-D5 EXAM PREP, Sacramento CA, 3/19/24-3/21/24	\$100.00	
					Paying Fund		Cash Account	Amount	
					420 - WATER		420.11000 (Cash)	\$100.00	
142283	03/14/2024	Open			Accounts Payable	Rodrigues, Janelle	\$50.78		
					Invoice	Date	Description	Amount	
					TR4810AUTOFLIGHT	12/15/2023	Tyler Connect 5/7/23 - 5/10/23	\$50.78	
					Paying Fund		Cash Account	Amount	
					501 - Information Technology		501.11000 (Cash)	\$50.78	
142284	03/14/2024	Open			Accounts Payable	RODRIGUEZ, RAUL	\$100.00		
					Invoice	Date	Description	Amount	
					TR4946 PER DIEM	03/07/2024	D1-D5 EXAM PREP, Sacramento CA, 3/19/24-3/21/24	\$100.00	
					Paying Fund		Cash Account	Amount	
					420 - WATER		420.11000 (Cash)	\$100.00	
142285	03/14/2024	Open			Accounts Payable	Showalter, Nick	\$167.38		
					Invoice	Date	Description	Amount	
					TR4810AUTOFLIGHT	12/15/2023	Tyler Technologies 5/7/23 - 5/10/23	\$167.38	
					Paying Fund		Cash Account	Amount	
					501 - Information Technology		501.11000 (Cash)	\$167.38	
142286	03/14/2024	Open			Accounts Payable	Silveira, Sam	\$38.41		
					Invoice	Date	Description	Amount	
					TR4855AUTO	12/15/2023	VMware Explore 8/20/2023 - 8/24/2023	\$38.41	

Payment Register

From Payment Date: 3/8/2024 - To Payment Date: 3/14/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$38.41		
142287	03/14/2024	Open			Accounts Payable	SUAREZ, SYLVIA	\$170.00		
	Invoice		Date	Description			Amount		
	14976969		03/04/2024	PLAY Program family credit			\$170.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$170.00		
142288	03/14/2024	Open			Accounts Payable	VUE, JERRY	\$120.00		
	Invoice		Date	Description			Amount		
	TR 4827 Per Diem		10/16/2023	NeoGov Ignite Conference 10.16.23-10.19.23 NV			\$120.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$120.00		
142289	03/14/2024	Open			Accounts Payable	Wilson, Reagan	\$1,939.55		
	Invoice		Date	Description			Amount		
	TR4939 PER DIEM		02/06/2024	City Managers Conference 2024, Hollywood CA, 2/06/24-02/09/24			\$1,939.55		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,939.55		
142290	03/14/2024	Open			Accounts Payable	Younan, George	\$145.90		
	Invoice		Date	Description			Amount		
	TR4817AUTO		12/15/2023	Central Square Engage 6/4/23 -6/8/23			\$145.90		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$145.90		

Type Check Totals:
AP - Accounts Payable Totals

133 Transactions

\$3,019,645.35

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	132	\$3,019,544.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$100.40	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	133	\$3,019,645.35	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	132	\$3,019,544.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$100.40	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 3/8/2024 - To Payment Date: 3/14/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		133	\$3,019,645.35	\$0.00
Checks				Status	Count		Transaction Amount	Reconciled Amount	
				Open	132		\$3,019,544.95	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	1		\$100.40	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	133		\$3,019,645.35	\$0.00	
All				Status	Count		Transaction Amount	Reconciled Amount	
				Open	132		\$3,019,544.95	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	1		\$100.40	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	133		\$3,019,645.35	\$0.00	

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 1/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
5621	01/03/2024	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$5,781,289.78		
	Invoice		Date		Description		Amount		
	D2002047-3A		12/21/2023		Contract#D2002047; Project#5010043-001C SRWA		\$5,781,289.78		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$5,781,289.78		
5623	01/24/2024	Open			Accounts Payable	US BANK-VISA	\$109,458.50		
	Invoice		Date		Description		Amount		
	1/22/2024X9452		01/24/2024		Procurement Card Charges - 1/22/24 Statement		\$109,458.50		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$109,458.50		
5624	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$864.69		
	Invoice		Date		Description		Amount		
	819496606		01/16/2024		CLAIMS DECEMBER 2023 - MANAGEMENT		\$864.69		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$864.69		
5625	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$74.50		
	Invoice		Date		Description		Amount		
	819496609		01/16/2024		CLAIMS DECEMBER 2023 - E TEAM		\$74.50		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$74.50		
5626	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,755.64		
	Invoice		Date		Description		Amount		
	819496614		01/16/2024		CLAIMS DECEMBER 2023 - TCEA		\$1,755.64		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$1,755.64		
5627	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$381.37		
	Invoice		Date		Description		Amount		
	819496618		01/16/2024		CLAIMS DECEMBER 2023 - CONFIDENTIAL		\$381.37		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$381.37		
5628	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$534.88		
	Invoice		Date		Description		Amount		
	819496620		01/16/2024		CLAIMS DECEMBER 2023 - FIRE		\$534.88		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$534.88		
5629	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$788.91		
	Invoice		Date		Description		Amount		
	819496624		01/16/2024		CLAIMS DECEMBER 2023 - TAPO		\$788.91		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$788.91		
5630	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$462.38		
	Invoice		Date		Description		Amount		
	819496627		01/16/2024		CLAIMS DECEMBER 2023 - TMAPS		\$462.38		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 1/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			\$462.38		
5631	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$39.00		
	Invoice		Date	Description			Amount		
	819496629		01/16/2024	CLAIMS DECEMBER 2023 - RETIREE			\$39.00		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$39.00		
5632	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$873.81		
	Invoice		Date	Description			Amount		
	819489027		01/16/2024	PREMIUMS JANUARY 2024 - TCEA			\$873.81		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$873.81		
5633	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$91.98		
	Invoice		Date	Description			Amount		
	819489032		01/16/2024	PREMIUMS JANUARY 2024 - RETIREE			\$91.98		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$91.98		
5634	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$424.13		
	Invoice		Date	Description			Amount		
	819489030		01/16/2024	PREMIUMS JANUARY 2024 - TAPO			\$424.13		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$424.13		
5635	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
	Invoice		Date	Description			Amount		
	819489033		01/16/2024	PREMIUMS JANUARY 2024 - COBRA			\$10.22		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$10.22		
5636	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description			Amount		
	819489031		01/16/2024	PREMIUMS JANUARY 2024 - TMAPS			\$30.66		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$30.66		
5637	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$194.18		
	Invoice		Date	Description			Amount		
	819489029		01/16/2024	PREMIUMS JANUARY 2024 - FIRE			\$194.18		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$194.18		
5638	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$66.43		
	Invoice		Date	Description			Amount		
	819489028		01/16/2024	PREMIUMS JANUARY 2024 - CONFIDENTIAL			\$66.43		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$66.43		
5639	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$25.55		
	Invoice		Date	Description			Amount		
	819489026		01/16/2024	PREMIUMS JANUARY 2024 - E TEAM			\$25.55		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$25.55		

Payment Register

From Payment Date: 1/1/2024 - To Payment Date: 1/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5640	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$86.87		
	Invoice		Date	Description		Amount			
	819489025		01/16/2024	PREMIUMS JANUARY 2024 - MANAGEMENT		\$86.87			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$86.87			
5641	01/16/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	819476513		01/16/2024	PREMIUMS JANUARY 2024 - CITY OF TURLOCK		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			

Type EFT Totals:

AP - Accounts Payable Totals

20 Transactions

\$5,897,468.81

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$5,897,468.81	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	20	\$5,897,468.81	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$5,897,468.81	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$5,897,468.81	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$5,897,468.81	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	20	\$5,897,468.81	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$5,897,468.81	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$5,897,468.81	\$0.00



City Council Meeting Minutes

March 12, 2024

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL AND DECLARATION OF CONFLICTS

Present: Councilmembers Cassandra Abram, Kevin Bixel, Rebecka Monez, Vice Mayor Pam Franco, and Mayor Amy Bublak.

Absent: None

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

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda with an amendment to move item 2B after item 8B, motioned by Councilmember Monez, seconded by Vice Mayor Franco carried 5/0 by the following vote:

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

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

A. Proclamation: Fire Chief Becker Retirement (*Hunter*)

Fire Chief Hunter and Fire Chief Jelinek presented a proclamation to Fire Chief Becker in honor of his retirement.

B. Item pulled for separate consideration

3. PUBLIC PARTICIPATION

Mayor Bublak opened public comment and the following members of the public spoke:

Milt Trieweiler
Lani Felix

With no further comment, Mayor Bublak closed public comment.

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 12, 2024**

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

Motion: Waiving reading of all ordinances on the agenda, except by title as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

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

5. CONSENT CALENDAR

Mayor Bublak announced that Consent Calendar Item 5H would be pulled for separate consideration.

- A. Motion: Accepting the Weekly demands of 2/16/2024 through 2/22/2024 in the amount of \$3,350,233.99, 2/23/2024 through 2/29/2024 in the amount of \$787,756.62
- B. Motion: Accepting Minutes of the February 13, 2024 and the February 27, 2024 Regular meeting of the City of Turlock City Council
- C. Resolution 2024-027: Reaffirming the Proclamation of a Local Emergency in response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 made in issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) (*Hedden*)
- D. Resolution 2024-028: Approving Contract Change Order No. 6 (Final) in the amount of \$171,358.78 (Fund 420) with Clark Bros., Inc., of Fresno, California, bringing the contract total to \$4,738,064.04; and accepting improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 20-027 "City Wide Chlorination" (*Fisher*)
- E. Motion: Accepting improvements for City Project No. 22-022 "HVAC Unit Replacements - Various Locations" and authorizing the City Engineer to file a Notice of Completion (*Schulze*)
- F. Resolution 2024-029: Approving Contract Change Order No. 3 (Final) in the amount of \$10,792.81 (Fund 118 "Measure A" account number 118-30-300.51414 "Roof Replacement") with Pac Shield Roof Services, Inc. of Modesto, California, bringing the contract total to \$216,148.81; and accepting improvements for City Project No. 22-037 "Fire Station No. 32 & 33 Reroof" and authorizing the City Engineer to file a Notice of Completion (*Schulze*)
- G. Resolution 2024-030: Approving a resolution supporting and implementing timely use of funding regarding project delivery schedules for federal transportation funding project selection (*Schulze*)
- H. Item pulled for separate consideration
- I. Resolution 2024-031: Approving the establishment of a new job description for a Municipal Services Director/Stanslaus Regional Water Authority (SRWA) General Manager and amend the Management Salary Schedule effective March 23, 2024 (*Dhami*)

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 12, 2024**

- J. **Motion:** Accepting improvements for City Project No. 20-013 “Water and Sewer Main Extensions – Golden State Boulevard” and authorizing the City Engineer to file a Notice of Completion (*Fisher*)

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

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

- 5H. Authorizing staff to proceed with advertising City Project No. 23-040 “Water Line Replacement for 2024 Roads Program Construction” for construction bids (*Fisher*)

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

Milt Trieweiler

With no further comments, Mayor Bublak closed public comment.

Municipal Services Director Fisher answered questions from public comment and the City Council.

Action: *Motion:* Authorizing staff to proceed with advertising City Project No. 23-040 “Water Line Replacement for 2024 Roads Program Construction” for construction bids as motioned by Councilmember Monez, seconded by Vice Mayor Franco and carried 5/0 by the following vote:

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

6. FINAL READINGS

- A. Second and final reading of an Ordinance amending the Zoning Map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code [Rezone 2022-01 (Baxter Homes)] located at 1598 East Avenue, Stanislaus County APN 043-027-034 (*Hampton*)

Mayor Bublak opened the item for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

Action: *Ordinance 1310:* Second and final reading of an Ordinance amending the Zoning Map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code [Rezone 2022-01 (Baxter Homes)] located at 1598 East Avenue, Stanislaus County APN 043-027-034 as motioned by Councilmember Monez, seconded by Vice Mayor Franco and carried 5/0 by the following vote:

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

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 12, 2024**

7. PUBLIC HEARINGS

- A. Reviewing the Annual Military Equipment Report submitted by the Turlock Police Department pursuant to the Turlock Municipal Code Title 4, Chapter 19, Section 107 and Government Code 7072 and review and renewal of Turlock Ordinance No. 1290-CS adopting the City Military Equipment use policy pursuant to Government Code Section 7071 (*Hedden*)

Captain Rodriguez presented the staff report and provided background regarding the agenda item.

Mayor Bublak opened the item for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

Action: Resolution 2023-032: Reviewing the Annual Military Equipment Report submitted by the Turlock Police Department pursuant to the Turlock Municipal Code Title 4, Chapter 19, Section 107 and Government Code 7072 and review and renewal of Turlock Ordinance No. 1290-CS adopting the City Military Equipment use policy pursuant to Government Code Section 7071 as motioned by Councilmember Monez, Seconded by Councilmember Bixel carried 5/0 by the following vote:

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

8. ACTION ITEMS

- A. Approving a one-time extension for five (5) years of the Master Lease and Regulatory Agreement with United Samaritans Foundation for the property located at 207 and 209 3rd Street and 224,226,228,230, 232, and 234 A Street, Turlock, Stanislaus County Assessor’s Parcel Number 043-049-049. (*Werner*)

Planning Manager, Adrienne Werner presented the agenda item and along with Dana McGarry from United Samaritans Foundation, responded to questions from the City Council.

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

Teri Shaver

With no further comment, Mayor Bublak closed public comment.

Action: Motion: Approving a one-time extension for five (5) years of the Master Lease and Regulatory Agreement with United Samaritans Foundation for the property located at 207 and 209 3rd Street and 224,226,228,230, 232, and 234 A Street, Turlock, Stanislaus County Assessor’s Parcel Number 043-049-049 as motioned by Councilmember Monez, seconded by Councilmember Abram, and carried 3/2 by the following vote:

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

**CITY OF TURLOCK
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- B. Authorize staff to allocate \$8.0 million to a Section 115 Trust to establish a Pension Stabilization Fund and \$5.2 million to a Capital Improvement Fund, from the General Fund Reserve Surplus (*Moreno*)

Finance Director, Isaac Moreno presented the agenda item and responded to questions from the City Council.

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

Milt Trieweiler
John Gebelon
Ron Puffer

With no further comment, Mayor Bublak closed public comment.

Action: *Motion:* Authorize staff to allocate \$8.0 million to a Section 115 Trust to establish a Pension Stabilization Fund and \$5.2 million to a Capital Improvement Fund, from the General Fund Reserve Surplus as motioned by Councilmember Abram, seconded by Mayor Bublak, and failed 1/4 by the following vote:

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

Action: *Motion:* Authorize staff to allocate \$5.0 million to a Section 115 Trust to establish a Pension Stabilization Fund, \$2.2 million to a Capital Improvement Fund, and \$6 million to the Roads program, from the General Fund Reserve Surplus as motioned by Vice Mayor Franco, seconded by Councilmember Monez, and carried 3/2 by the following vote:

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

Vice Mayor Franco left at 7:01 p.m.

2B. Briefing: Housing Presentation Review (*Fagan*)

Housing Program Manager, Bill Fagan gave a presentation on the seven major programs that the City of Turlock has comprising of Community Development Block Grant (CDBG), Permanent Local Housing Allocation (PLHA), CALHOME Program, State HOME Program, Successor Agency Funds, HOME grant, and HOME-ARP Grant.

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

Teri Shaver
Milt Trieweiler
John Gebelon

With no further comment, Mayor Bublak closed public comment.

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
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Mr. Fagan answered question from the City Council and the public.

9. CITY MANAGER REPORTS/UPDATES

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

A. City Manager Department Monthly Reports

City Manager, Reagan Wilson added that the work on fire station two is completed, and the new Housing Program Manager is starting on Monday.

B. Columbia Pool Update (*Schulze*)

Erik Schulze, Public Works Director, gave an update on the Columbia Pool.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

None

11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmember Abram congratulated all the Firefighters for their recent graduation from the academy. She added that she participated at the Earl Elementary School for Read Across America Day, and thanked all the staff that participated.

Councilmember Bixel welcomed the new firefighters and congratulated Fire Chief Becker on his retirement.

Councilmember Monez thanked Fire Chief Jelinek for his hard work and dedication. She thanked Fire Chief Hunter for his effort at the Fire Academy Graduation, and welcomed the four new firefighters to the City of Turlock.

Mayor Bublak reminded everyone that the Turlock Business Conference is at the Grand Oaks on Thursday, March 14, 2024.

12. CLOSED SESSION

- A. Conference with Legal Counsel – Initiation of Litigation, Cal. Gov't Code 54956.9(d)(4)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist...Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."
Potential Cases: One (1)

- 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(s): One (1)

13. REPORTS FROM CLOSED SESSION

None

14. ADJOURNMENT

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 12, 2024**

Mayor Bublak adjourned the meeting at 8:09 p.m.

Respectfully submitted

Julie Christel, City Clerk

City Council Staff Report

March 26, 2024



From: William D. Morris, City Engineer

Prepared by: Carrie Braley, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the improvements and authorizing the City Engineer to file a Notice of Completion for “Les Chateaux” Subdivision, Project No. 14-76

2. SYNOPSIS:

Accepting improvements and authorizing the City Engineer to file a Notice of Completion.

3. DISCUSSION OF ISSUE:

The Les Chateaux subdivision includes subdividing 19.7 acres into 60 single-family residential lots located on the northwest corner of East Tuolumne Road and North Waring Road and one 1.22-acre storm drainage basin within the East Tuolumne Master Plan (ETMP) Area. The property is located at 3007 East Tuolumne Road, more particularly described as Stanislaus County APN 073-013-004.

The Planning Commission originally approved the vesting tentative subdivision map after holding a public hearing on March 5, 2015.

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

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute an agreement to install the improvements within a specified amount of time. In an effort to expedite the recordation of the final map, the developers of the Les Chateaux subdivision elected to execute an agreement to install the improvements.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. The recordation of the final map is consistent with the policy goals of the City. The final map and agreement conditioned upon construction

of improvements for the Les Chateaux subdivision, will ensure that the development installs the required improvements.

At this time all City of Turlock standard and conditioned improvements for the “Les Chateaux” subdivision have been completed. With the City Council’s authorization, the City Engineer will file a Notice of Completion with the Stanislaus County Recorder Office, therefore, approving and accepting the improvements associated with the “Les Chateaux” subdivision, Project No. 14-76.

4. BASIS FOR RECOMMENDATION:

A. Per Section 11-8-1001 of the Turlock Municipal Code, improvements associated with subdivisions of five (5) or more parcels shall be accepted by the City Council. The acceptance of the improvements shall imply only that the improvements have been completed satisfactorily and that the public improvements have been accepted for public use.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER’S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

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

9. ALTERNATIVES:

A. City Council could choose to postpone accepting the improvements and not yet authorize the City Engineer to file a Notice of Completion. This alternative is not recommended by City Staff as the work has been satisfactorily completed.

10. ATTACHMENTS:

A. Notice of Completion (NOC)

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
DEVELOPMENT PROJECT NO. 14-76
“LES CHATEAUX” SUBDIVISION**

Notice is hereby given that work on the above-referenced project located on the northwest corner of East Tuolumne Road and North Waring Road, Turlock, California, Subdivision Agreement Document No. 2021-0024646, recorded Stanislaus County Records on March 12, 2021, was completed by the undersigned agency on March 26, 2024. The owner of development is KB Home North Bay, LLC, 4830 Business Center Dr. Ste 150, Fairfield, California, 94534, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Development Project Number on all communications relating to this work.

Date: _____

(Signature- William D. Morris, P.E., City Engineer, Owner’s Agent), City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

WILLIAM D. MORRIS, P.E.
CITY ENGINEER
OWNER’S AGENT

Executed on March 27, 2024 at Turlock, California, Stanislaus County

City Council Staff Report

March 26, 2024



From: Erik Schulze, Public Works Director

Prepared by: Wayne York, Transit Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an Agreement (City Contract No. 2024-132), in a form approved by the City Attorney, in an amount not to exceed \$181,250 (Fund 426) over a three (3) year term with TransTrack Systems, Inc., doing business as TransTrack Solutions Group, of Cedar Rapids, Iowa, for access to the web-based TransTrack Manager application, related professional services and support services in response to Request for Proposals No. 23-017 "Transit Web-based Data Management Platform and Related Services" and authorizing the City Manager to contract directly with TransTrack Solutions Group for additional modules or services in the future to meet the needs of the City, contingent on the availability of budgeted funds

2. SYNOPSIS:

Adopting a Resolution to approve an Agreement with TransTrack Solutions Group for \$181,250 for a three (3) year term to provide access to, and support of, the TransTrack Manager platform, which is a web-based, centralized data management platform intended to improve the effectiveness and efficiency of City transit staff and its transit contractors.

3. DISCUSSION OF ISSUE:

City transit staff currently uses a variety of data systems to track information related to transit systems:

- Ridership data is exported from the Genfare farebox system and attached to monthly reports provided by the transit contractor;
- Financial data related to transit revenues and expenses is contained within New World ERP, the City's financial system;
- Billing details from contracted operations, such as sales per fare type, revenue hours charged and revenue miles traveled, are input manually into spreadsheets, then transmitted to the City staff;

Since there is no centralized data management system, there is no ability to quickly and easily see how these data points are affecting one another; thus, it is difficult to accurately identify progress towards meeting Key Performance Indicators (KPI). Calculating KPI values becomes a time intensive process. In addition, since the current process relies on data from multiple systems, it is not only time intensive to prepare reporting, but the process involves duplication of data entry, which can and has led to data entry errors. This poses particular challenges at the end of the reporting year when City staff attempts

to reconcile monthly and quarterly reporting with annual values when completing the required National Transit Database (NTD) reports.

Following discussions with peers, a review of available tools within the marketplace, an evaluation of recently expanded transit service, a review of our guiding values in the current Short-Range Transit Plan (SRTP) and internal discussions amongst City staff, it was determined that a web-based, centralized data management system would benefit the City of Turlock and its transit operations. In addition to improving current processes, City staff sought a solution to add new capabilities, such as the ability to track safety related data in accordance with Public Transportation Agency Safety Plan (PTASP) requirements, as well as Transit Asset Management (TAM) requirements, both of which are based on federal regulations. City staff began putting together a scope of work for a competitive solicitation.

On November 7, 2023, the City released a Request for Proposals (RFP) No. 23-017 “Transit Web-Based Data Management Platform and Related Services” (Attachment B) with proposals due on December 6, 2023. The City sought proposals from qualified firms that would provide a “best value” solution, as it would be based on pre-determined and published criteria. The City received a total of four (4) proposals in response to the solicitation. An Evaluation Committee comprised of two (2) City transit staff members and two (2) contracted staff (Storer) members evaluated each proposal in accordance with the stated evaluation criteria. The scores from each Committee member were averaged which resulted in the following rankings:

Vendor	Score (max 100 points)
CCS	52
Inzata	80
Stellar Services, Inc.	70
TransTrack Solutions Group	96

The Committee members identified the proposal (Attachment C) from TransTrack Solutions Group (TransTrack), which proposed the use of the TransTrack Manager, a Software-as-a-Service (SaaS) solution, to be the most thorough and comprehensive proposal that best reflected the needs of the City. In addition to being an established solution used by many agencies nationwide, TransTrack can provide support related to integrations with existing systems and historical imports. These services allow City staff to benefit immediately from historical context once the system goes online, as opposed to having to wait for a year or two to generate enough data to identify trends.

4. BASIS FOR RECOMMENDATION:

- A. TransTrack Manager will provide a centralized data platform to streamline data entry, performance evaluations and reporting.
- B. TransTrack Manager will eliminate the need for duplication of effort in data entry, which not only saves time, but reduces the potential for errors.

- C. The proposed solution was the only solution capable of integrating transit operations, finance, planning, safety, customer feedback and NTD reporting into a single, centralized platform.
- D. NTD report generation will make it significantly quicker and easier to file these federally-required reports.
- E. TransTrack Manager is expected to increase operational efficiency by reducing time spent cross-referencing and reconciling the same data from multiple sources.
- F. Integrations with other systems will involve exporting data from those systems into TransTrack, allowing transit to benefit from that data, but without risking the integrity of the source data.
- G. Management will have more readily available access to performance data for all modes of service in real-time, which will allow the City to be nimbler and more responsive as it relates to meeting service needs in the community.
- H. The proposed solution is used by other transit agencies within the region, including the Stanislaus Regional Transit Authority (StanRTA), and is recommended for its effectiveness in centralizing key transit data.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Under the “Base Proposal” provided by TransTrack the total costs associated with setup, implementation, training and support for Year 1 is \$94,129. The annual subscription and support costs for the remainder of the term are \$42,498 (Year 2) and \$44,623 (Year 3). The total cost for the three (3) year term is \$181,250. Sufficient funding exists within Fund 426 (Transit) in the FY 2023-24 municipal budget to cover Year 1 expenses as follows:

- 15% 426-40-415-240-001.43267 “Transit Contract Services”
- 70% 426-40-415-241-001.43267 “Transit Contract Services”
- 15% 426-40-415-243-001.43267 “Transit Contract Services”

Costs for Years 2-3 will be incorporated into those future respective budgets.

Budget Amendment

None.

There is no impact to the General Fund.

6. STAFF RECOMMENDATION:

Recommend approval.

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 approval of an Agreement with TransTrack Solutions Group. City staff does not recommend this approach because the vendor has a product that will allow transit staff to operate more efficiently, reduce opportunities for errors, improve reporting capabilities for key performance criteria, and sufficient budgeted funding exists to procure the specified product within the current fiscal year.

- B. Approve an Agreement with TransTrack Solutions Group, but reject the delegated authority to the City Manager for the potential procurement of additional modules or services in the future, if required. City staff does not recommend this approach because in the event there are unforeseen changes over the term of the Agreement, such as a change in City services or changes to state/federal regulations, it may be necessary or prudent to contract for additional services to better augment and support existing operations.
 - Procuring those services from a different vendor with a different system would detract from the value of having a centralized data management system.
 - While the additional module or service would most certainly be less than the procurement threshold established for the City Manager, when added to the overall project costs it would exceed that threshold; hence, staff seek special delegated authority for this contract for transparency and accountability purposes.
 - The delegated authority would be contingent on the availability of budgeted funds.

In the event the City Council elects to exercise this option, the action would read as follows: Approving an Agreement in an amount not to exceed \$181,250 (Fund 426) over a three (3) year term with TransTrack Systems, Inc., doing business as TransTrack Solutions Group, of Cedar Rapids, Iowa, for access to the web-based TransTrack Manager application, related professional services and support services in response to Request for Proposals No. 23-017 “Transit Web-based Data Management Platform and Related Services”

10. ATTACHMENTS:

- A. Draft Resolution

- B. Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

<p>IN THE MATTER OF APPROVING AN AGREEMENT (CITY CONTRACT NO. 2024-132), IN A FORM APPROVED BY THE CITY ATTORNEY, IN AN AMOUNT NOT TO EXCEED \$181,250 (FUND 426) OVER A THREE (3) YEAR TERM WITH TRANSTRACK SYSTEMS, INC., DOING BUSINESS AS TRANSTRACK SOLUTIONS GROUP, OF CEDAR RAPIDS, IOWA, FOR ACCESS TO THE WEB-BASED TRANSTRACK MANAGER APPLICATION, RELATED PROFESSIONAL SERVICES AND SUPPORT SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS NO. 23-017 “TRANSIT WEB-BASED DATA MANAGEMENT PLATFORM AND RELATED SERVICES” AND AUTHORIZING THE CITY MANAGER TO CONTRACT DIRECTLY WITH TRANSTRACK SOLUTIONS GROUP FOR ADDITIONAL MODULES OR SERVICES IN THE FUTURE TO MEET THE NEEDS OF THE CITY, CONTINGENT ON THE AVAILABILITY OF BUDGETED FUNDS</p>	<p>} }</p>	<p>RESOLUTION NO. 2024-</p>
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WHEREAS, the City of Turlock desires to provide and administer services to its residents in an effective and efficient manner; and

WHEREAS, the administration of the City’s transit services could be improved through the acquisition of a centralized data management system that brings together transit operations, finance, safety, asset management, customer service and NTD reporting modules in a manner that minimizes duplication of data entry and simplifies performance monitoring and reporting; and

WHEREAS, on November 7, 2023, the City of Turlock issued a Request for Proposals (RFP) for a “Transit Web-Based Data Management Platform and Related Services” and received a total of four (4) proposals responsive to that solicitation by the due date of December 6, 2023; and

WHEREAS, following an evaluation of all responsive proposals by an Evaluation Committee, the Committee recommended awarding an Agreement to TransTrack Systems, Inc., doing business as TransTrack Solutions Group (TransTrack), of Cedar Rapids, Iowa, and determined the TransTrack solution best reflected the needs of the City and provided the best value to the City; and

WHEREAS, sufficient funding exists within Fund 426 (Transit) of the FY 2023-24 municipal budget to pay for the identified Year 1 expenses (\$94,129), with costs associated with future years (\$87,121) to be budgeted in those respective budgets.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an Agreement (City Contract No. 2024-132), in a form approved by the City Attorney, in an amount not to exceed \$181,250 (Fund 426) over a three (3) year term with TransTrack Systems, Inc., doing business as TransTrack Solutions Group, of Cedar Rapids, Iowa, for access to the web-based TransTrack Manager application, related professional services and support services in response to Request for Proposals No. 23-017 “Transit Web-based Data Management Platform and Related Services” and authorizing the City Manager to contract directly with TransTrack Solutions Group for additional modules or services in the future to meet the needs of the City, contingent on the availability of budgeted funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of March, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
TRANSTRACK SYSTEMS, INC.
dba TRANSTRACK SOLUTIONS GROUP
for
TRANSIT WEB-BASED DATA MANAGEMENT PLATFORM AND RELATED
SERVICES**

Request for Proposals No. 23-017

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and TRANSTRACK SYSTEMS, INC., doing business as TRANSTRACK SOLUTIONS GROUP, a California stock corporation (“Professional”), on this 26th day of March, 2024 (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 providing a transit web-based data management platform, to include related migration, implementation and support services (the “Project”).

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

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

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

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 52 of this Agreement, Sections 1 through 52 shall prevail.

2. **Term.** The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 25th day of March, 2027 (“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. [Intentionally Omitted].**

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 deliver, perform, or provide any Modification or Modifications or 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**. Such Modifications will require the Parties enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

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

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional’s proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional’s proposed revisions, if

any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

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

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

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work. Compensation for any additional Services shall not exceed Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per hour.

5.4. Grant of License. Subject to all the terms and conditions of this Agreement ("License"), and in consideration of the covenants and representations set forth herein, Professional grants to City a personal, non-exclusive, non-transferable right and license to the TransTrack Manager® application, with no right to sublicense. The TransTrack Manager® application is described in detail in Exhibit A attached hereto and incorporated by reference ("Software"). The License is granted solely under the conditions contained herein, and City accepts such grant. The term of the License is set forth below. This License and the use of the Software may not be assigned by the Licensee, without the prior written consent of the Licensor. The License, the Software, and user documentation and training materials may not be disclosed, sublicensed, published, released or transferred to another party by Licensee without the prior written consent of Licensor, or except as provided in this License, or by reason of law required of Licensee by State regulations.

5.5. Ownership Rights. The Software and the documentation related thereto ("Documentation") are proprietary to Professional and title thereto remains in Professional. All applicable intellectual property rights to the Software, including but not limited to patents, copyrights, trademarks and trade secrets, are and shall remain with the Professional. City agrees to access the Software through the Internet at the web address: www.transtrack.net. Access to this domain ("Domain") will be through a special pass code given to City, which is personal to it and is granted through this Agreement. The Software may not be rented, loaned, leased, sublicensed, sold or distributed by City to any person, entity, corporation, municipality or agency thereof, except for designated representatives of the City. City may not alter proprietary notices, labels, or markings on the Software whether on the Domain or elsewhere. City may not modify, translate, reverse engineer, disassemble, or decompile the Software. Access to the Domain may not be assigned or utilized by any other entity or persons other than City and designated representatives of the City. Shared access to the Software will be provided with separate pass codes given by Professional to the City and representatives of the City. The City shall own data ("Data") input into the Software by the City.

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 shall increase prices six percent (6%). City's total compensation to Professional shall not exceed One Hundred Eighty-One Thousand Two Hundred Fifty Dollars (\$181,250.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted].

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

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

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

8. Time of Performance. Professional commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted].

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall 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 generally accepted professional customs, procedures and standards available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

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

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

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

12.6. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO THE SERVICES TO BE PERFORMED IN ACCORDANCE WITH ARTICLE II, SECTION 1 ABOVE, LICENSOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ANY THIRD PARTY SOFTWARE, ANY HARDWARE OR EQUIPMENT, THE SERVICES RENDERED BY ITS PERSONNEL, OR THE RESULTS OBTAINED FROM THE WORK OF ITS PERSONNEL, INCLUDING,

WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 OF THE UNIFORM COMMERCIAL CODE OR ANY COMPARABLE STATE STATUTE. LICENSEE FURTHER UNDERSTANDS AND AGREES THAT IT IS GRANTED THIS LICENSE ON AN “AS IS” “WHERE IS” BASIS. FURTHER, LICENSOR DOES NOT WARRANT THAT: (I) THE SOFTWARE OR ANY CUSTOM SOFTWARE WILL MEET ALL OR ANY OF LICENSEE’S PARTICULAR REQUIREMENTS; (II) THAT THE SOFTWARE OR ANY CUSTOM SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED; OR (III) ALL PROGRAMMING ERRORS IN THE SOFTWARE OR ANY CUSTOM SOFTWARE CAN BE FOUND OR CORRECTED.

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

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

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

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

15. Confidentiality. The Parties understand and agree that, in the performance of Services under this Agreement or in the contemplation thereof, either Party may have access to private or confidential information (the “Receiving Party”) that may be owned or controlled by the other Party (the “Disclosing Party”) and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Disclosing Party (“Confidential Information”).

The Receiving Party shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of the Disclosing Party. If the Disclosing Party gives the Receiving Party written authorization to make any such disclosure, the Receiving Party shall do so only within the limits and to the extent of that authorization. The Receiving Party may be directed or advised by the Disclosing Party’s 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, the Receiving Party agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

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

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

17. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Notwithstanding the foregoing, Professional may, upon written notice to City, assign this Agreement in its entirety to a successor in interest by way of merger, acquisition, spin-off, or consolidation.

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's

compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

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

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

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

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

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

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving one hundred twenty (120) days written notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

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

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

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

21. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement. In no event shall City require Professional procure and provide a performance bond of any kind as written assurance.

22. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving thirty (30) days written notice and specifying the alleged breach(es) and such alleged breach(es) remain unresolved after such notice period.. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary

course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

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

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

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

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

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

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

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

28.1. Limitation of Liability. PROFESSIONAL’S AGGREGATE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, COSTS OR LOSSES WHATSOEVER ARISING EITHER JOINTLY OR SOLELY FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE USE (WHETHER OR NOT IN THE MANNER PERMITTED BY THIS AGREEMENT) OF SERVICE, INCLUDING CLAIMS FOR BREACH OF CONTRACT, TORT, MISREPRESENTATION, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY THE CITY IN THE YEAR OF THE CLAIM FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM. THIS LIMITATION OF LIABILITY SHALL NOT APPLY FOR ACTUAL DAMAGES RESULTING FROM BODILY INJURY OR TANGIBLE OR REAL PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PROFESSIONAL.

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

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

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

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

If to City:

City of Turlock
Attn: Department Director

**156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to:

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

If to Professional:

**TransTrack Systems, Inc.
dba TransTrack Solutions Group
Attn: Terry Hinman
5265 Rockwell Drive, NE
Cedar Rapids, Iowa 52402**

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

City of Turlock
Attn: Rich Green
1418 N. Golden State Blvd., Suite 1
Turlock, California 95380
Telephone: (209) 669-2800
E-mail: transit@turlock.ca.us

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

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

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

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

38. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party, which shall not be unreasonably withheld. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

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

entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

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

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

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

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

47. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement. Without limiting the generality of the foregoing, Professional will not be bound by any standard or printed or referenced terms produced by City outside of this Agreement, including but not limited to terms included or referenced in any of City's purchase orders.

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

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

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

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

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

[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

TransTrack Systems, Inc., dba TransTrack Solutions Group, a California stock corporation

By: _____

Print Name: _____

Title: _____

Date _____

CITY

City of Turlock, a California municipal corporation

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Erik Schulze, Public Works Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk

City Council Staff Report

March 26, 2024



From: Erik Schulze, Public Works Director

Prepared by: Mark Crivelli, Recreation Supervisor

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to provide a safe and supportive environment through the Expanded Learning Opportunity Program for 2024 summer camp programs

2. SYNOPSIS:

Approving a Memorandum of Understanding (MOU) with Turlock Unified School District (TUSD) to implement the Expanded Learning Opportunity Program (ELOP).

3. DISCUSSION OF ISSUE:

In 2021, an Assembly Bill to fund after school and summer school enrichment programs, known as the Expanded Learning Opportunity Program (ELOP), was approved by the State of California. The bill awards Local Educational Agencies with funds to offer additional comprehensive after school and intersessional expanded learning opportunities. Turlock Unified School District (TUSD) has been awarded funds to offer these learning opportunities. TUSD is seeking to enter into an MOU with the City of Turlock to facilitate summer camp, at no cost to TUSD participants, June 5, 2024 through July 19, 2024.

For many years, the City of Turlock and TUSD have partnered to provide before & after school programs through After School Education and Safety Program (ASES), Positive Leisure Activities for Youth (PLAY), and previous Expanded Learning Opportunity Program (ELOP) camps and programs. The ASES program, like ELOP, is a grant-funded program, and since ASES funding is intended for use only during the regular school year, the City of Turlock and TUSD are working together to add free summer camp programs through ELOP for TUSD students. The goal of the program is to provide safe, meaningful, and free opportunities for students during the summer.

Local Educational Agencies are required to offer 30 days of summer programs which includes summer school and summer camps. The City of Turlock will be providing summer camp for as many as 350 TUSD students at nine (9) elementary school locations. These nine (9) sites will offer full-day and half-day summer camps. The City of Turlock will also be offering one (1) camp at one of the high schools with the option for full or half day attendance for non TUSD students and families who do not utilize the ELOP camp. ELOP will be offered to TUSD students in TK to 6th grade. After July 19, only summer camp will only be offered at the one (1) high school camp location.

The City of Turlock will invoice TUSD for students to recover revenue. TUSD will reimburse the City at the same rate as Summer Camp participants as shown in the User Fees, approved by Council on February 28, 2023 in Resolution 2023-054, which outline a \$140 weekly fee and the \$15 annual registration fee per student. Additionally, the City will charge TUSD 1% for Administrative costs. TUSD agrees to reimburse the City of Turlock for each participant in ELOP according to the rates established in the City of Turlock user fees. The City of Turlock will invoice TUSD for reimbursement for program registrations and an Administrative fee not to exceed \$351,732.50 for the ELOP summer camp programs.

4. BASIS FOR RECOMMENDATION:

- A. The Public Works Department, Recreation Division has previously offered summer camp at the two high school sites. TUSD is seeking an agreement with the City of Turlock to operate summer camp at nine additional sites. TUSD will reimburse the City of Turlock for program registrations and Administrative services associated with the summer camps.
- B. Funding through the ELOP grant will provide free summer camp opportunities for TUSD students at nine elementary school sites along with two high school sites.
- C. By entering into this MOU, the City would be able to leverage resources to increase needed Recreation programs for community youth.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The attached MOU reflects the summer ELOP budget. TUSD will be invoiced to reimburse the City of Turlock for all camp registrations and a 1% Administrative services fee.

One-time Camp Registration Fee	350 participants x \$15	\$5,250.00
Program Weekly Fee	350 participants x \$140 x 7 weeks of program	\$343,000.00

	Subtotal	\$348,250.00
Administrative Services	1 % of charged fees	\$3,482.50
Grand Not-to-exceed Total		\$351,732.50

TUSD will be invoiced to reimburse the City of Turlock for expenses at the end of June and at the end of July for the below not-to-exceed amounts.

Bill #1		\$200,990.00
Bill #2		\$150,742.50
Total Invoiced to TUSD (not-to-exceed amount)		\$351,732.50

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER’S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Deny the approval of the MOU. Staff does not recommend this as there is a need for free summer programs within the community. Not entering into this MOU would limit the number of children who would be eligible for free summer programs.

10. ATTACHMENTS:

A. Draft Resolution

B. MOU with Turlock Unified School District for ELOP summer programs

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A }
MEMORANDUM OF UNDERSTANDING }
BETWEEN THE CITY OF TURLOCK }
AND THE TURLOCK UNIFIED SCHOOL }
DISTRICT TO PROVIDE A SAFE AND }
SUPPORTIVE ENVIRONMENT THROUGH }
THE EXPANDED LEARNING }
OPPORTUNITY PROGRAM FOR 2024 }
SUMMER CAMP PROGRAMS }

RESOLUTION NO. 2024-

WHEREAS, in 2021 an Assembly Bill to fund after school and summer school enrichment programs, known as the Expanded Learning Opportunity Program (ELOP), was approved by the State of California; and

WHEREAS, the Turlock Unified School District was awarded state funding to implement the Expanded Opportunity Learning Programs; and

WHEREAS, the Turlock Unified School District is seeking to enter an MOU with the City of Turlock to provide free summer camp programs for TUSD students; and

WHEREAS, the City of Turlock along with the Turlock Unified School District (TUSD), have worked together to provide before and after school programs through After School Education and Safety (ASES), Positive Leisure Activities for Youth (PLAY) and previous Expanded Learning Opportunity Programs (ELOP); and

WHEREAS, the City of Turlock will staff and implement the ELOP summer camp and will invoice TUSD for student registration and Administration costs associated with the program; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby approve the Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to provide a safe and supportive environment through the Expanded Learning Opportunity Program for 2024 summer camp programs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of March 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Turlock Unified School District

2024 Summer Expanded Learning Opportunity Program Memorandum of Understanding Turlock Unified School District & City of Turlock

This Memorandum of Understanding (MOU) establishes the Turlock Unified School District (TUSD) intent to contract with the City of Turlock to provide safe and supportive environments during 2024 summer programming under the Expanded Learning Opportunity Program (ELOP).

TUSD will:

- ❑ Serve as the fiscal agent and ensure fiscal and reporting compliances with the California Department of Education (CDE).
- ❑ Collaboratively operate ELOP at school sites with the City of Turlock to implement the program for the required minimum number of hours and days with the required staff/student ratio. See attached 2024 Summer ELOP Program Schedule.
- ❑ Collaboratively work with the City of Turlock to ensure the following two program elements are incorporated in the ELOP Program: 1) Educational and Literacy and 2) Educational Enrichment.

Daily Schedule:

- Check-in
 - Snack & transitions
 - Educational and Literacy Activities (language arts, math, history, and science)
 - Indoor and/or outdoor activities
 - Enrichment (fine arts, career, technology, etc.)
 - Check-out
- ❑ Implement ELOP during the term of the MOU from June 5, 2024 through July 19, 2024.
 - ❑ Pay the City of Turlock the following amount not to exceed **\$351,732.50**. The dollar amount includes 1% administrative fee, staffing for school sites listed below, student registration, and supplies. TUSD will make monthly installments to the City of Turlock.

Calculations: 7 weeks, \$15 registration fee per student, \$140 weekly fee per student, 10 sites with 35 students each max (350 students total).

$$350 \text{ students} \times \$15 = \mathbf{\$5,250}$$

$$350 \text{ students} \times \$140 \times 7 \text{ weeks} = \mathbf{\$343,000}$$

$$\$5,250 + \$343,000 = \mathbf{\$348,250}$$

$$\$348,250 \times 1\% \text{ admin fee} = \mathbf{\$3,482.50}$$

$$\$348,250 + \$3,482.50 = \mathbf{\$351,732.50}$$

- Brown Elementary School
 - Crowell Elementary School
 - Cunningham Elementary School
 - Earl Elementary School
 - Julien Elementary School
 - Medeiros Elementary School
 - Osborn Elementary School
 - Wakefield Elementary School
 - Walnut Elementary School
 - Dutcher Middle School (6th grade only) – included at Crowell and Julien.
- Conduct 2 site visits collaboratively with the City of Turlock to verify that every ELOP 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.
 - Serve as liaison between CDE and ELOP school sites.
 - Collaboratively work with the City of Turlock to confirm registration rosters and provide approval to City of Turlock to register students in a timely manner.
 - Share student information with the City of Turlock as needed.
 - Provide program management in collaboration with the City of Turlock.
 - Hire program staff as needed to support student needs.
 - Provide summer meals for breakfast, lunch, and snacks as needed for duration of program (June 5, 2024 through July 19, 2024).
 - Provide professional development to the City of Turlock that aligns to program requirements, components and student needs.
 - Holiday observances: June 19, 2024 (Juneteenth) and July 4-5, 2024 (Independence Day).
 - Provide facilities and space to implement the program. Finalize facility requests for each site.
 - Conduct fiscal, attendance, and reporting audits.
 - Work collaboratively with the City of Turlock to develop a process and protocols for addressing and meeting the needs of students, attendance and behavior expectations, communication with families, mandated reporting of suspected child abuse and neglect, student risk assessments, and site safety emergency procedures (lockdown, fire).
 - Collaborate on Summer ELOP Program information with the City of Turlock.
 - Indemnity Agreement:
To the fullest extent permitted by law, each party shall hold harmless, defend at its own expense, and indemnify each other and each party's officers, employees, agents, and

volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of each party or their officers, agents, or employees regarding the Expanded Learning Opportunity Program and implementation of the same; excluding, however, such liability, claims, losses, damages, or expenses arising from each party's sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, any minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

- ❑ TUSD may terminate this MOU for any reason upon a 30-day written notice to the City of Turlock. TUSD shall compensate the City of Turlock for services provided through the termination date. In addition, TUSD may terminate this MOU for cause should the City of Turlock fail to perform any part of the MOU. In the event of termination for cause, TUSD may secure the required services from another contractor.

City of Turlock will:

- ❑ Collaboratively operate ELOP at school sites with TUSD to implement the program for the required minimum number of hours and days with the required staff/student ratio (20:1 for grades 1-6 and 10:1 for TK/Kinder). See attached 2024 Summer ELOP Program Schedule.
- ❑ Collaboratively work with TUSD to ensure the following two program elements are incorporated in the ELOP Program: 1) Educational and literacy and 2) Educational enrichment.

Daily Schedule:

- Check-in
- Snack & transitions
- Educational and Literacy Activities (language arts, math, history, and science)
- Indoor and/or outdoor activities
- Enrichment (fine arts, career, technology, etc.)
- Check-out

- ❑ Implement ELOP during the term of the MOU from June 5, 2024 through July 19, 2024.
- ❑ Invoice TUSD the following amount not to exceed **\$351,732.50**. The dollar amount includes 1% administrative fee, staffing for school sites listed below, student registration, and supplies. Invoice TUSD in monthly installments.

- Brown Elementary School
- Crowell Elementary School
- Cunningham Elementary School
- Earl Elementary School
- Julien Elementary School
- Medeiros Elementary School
- Osborn Elementary School
- Wakefield Elementary School
- Walnut Elementary School
- Dutcher Middle School (6th grade only) – included at Crowell and Julien.

- ❑ Submit summer operating budget.

- ❑ Conduct 2 site visits collaboratively with TUSD to verify that every ELOP 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.
- ❑ Work collaboratively with TUSD staff to administer, supervise, and monitor students, which are staffed by City of Turlock.
- ❑ Provide the registration platform through CommunityPass. Provide all rosters as changes occur and as needed to TUSD. If necessary, provide reports to TUSD for reporting and compliance purposes.
- ❑ Provide program management by hiring quality staff that meet ELOP requirements to provide a safe and nurturing environment at the Program, Staff, and Student Participant levels. Provide Site Managers and Recreation Leaders to assist with program implementation and requirements. Maintain required staff and student ratios according to ELOP requirements.
- ❑ Set up, serve and record meal counts for duration of program (June 5, 2024 through July 19, 2024).
- ❑ Provide professional development to City of Turlock staff in the following areas: Orientation, Summer In-Service, Site Manager and Recreation Leader Training. Maintain and provide agenda and sign-in sheets.
- ❑ Program staff will attend professional development provided by TUSD that aligns to program components and student needs.
- ❑ Holiday observances: June 19, 2024 (Juneteenth) and July 4-5, 2024 (Independence Day).
- ❑ Work collaboratively with the City of Turlock to develop a process and protocols for addressing and meeting the needs of students, attendance and behavior expectations, communication with families, mandated reporting of suspected child abuse and neglect, student risk assessments, and site safety emergency procedures (lockdown, fire).
- ❑ Provide master of weekly themes calendar of instructional and enrichment activities and collaborate with TUSD on themed weeks, lessons, activities, and outside agencies - presentations.
- ❑ Attend meetings coordinated and scheduled throughout the year to review results, share information and best practices, and develop strategies to improve programs.
- ❑ Collaborate on Summer ELOP Program information with TUSD.
- ❑ Indemnity Agreement:
To the fullest extent permitted by law, each party shall hold harmless, defend at its own expense, and indemnify each other and each party's officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of each party or their officers,

agents, or employees regarding the Expanded Learning Opportunity Program and implementation of the same; excluding, however, such liability, claims, losses, damages, or expenses arising from each party's sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, any minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

- The City of Turlock may terminate this MOU for any reason upon a 30-day written notice to TUSD. The City of Turlock shall be compensated by TUSD for services provided through the termination date. In addition, the City of Turlock may terminate this MOU for cause should TUSD fail to perform any part of the MOU.

Signatures

The parties hereby agree to the terms and conditions set forth in this MOU and such is demonstrated throughout by their signatures below:

Dana Salles Trevethan
TUSD Superintendent
Date _____

Marjorie Bettencourt
TUSD Assistant Superintendent, Finance and Accountability
Date _____

Reagan M. Wilson
City of Turlock, City Manager
Date _____

APPROVED AS TO FORM
George A. Petrulakis
City of Turlock, City Attorney
Date _____

ATTEST
Julie Christel
City of Turlock, City Clerk
Date _____

City Council Staff Report

March 26, 2024



From: Julie Christel, City Clerk
Prepared by: Julie Christel, City Clerk
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2022-181 and adopting an amended Conflict of Interest Code for the City of Turlock to update the list of designated employees and reporting categories for filing of the Fair Political Practices Commission (FPPC) Statement of Economic Interests Form 700

2. SYNOPSIS:

Adopting an amended Conflict of Interest Code updating the list of designated employees and associated reporting categories.

3. DISCUSSION OF ISSUE:

Pursuant to Government Code Section 87300 et seq., every agency shall adopt a Conflict of Interest Code to include specific enumeration of positions (designated employees) within the agency which involve the making or participation in the making of governmental decisions which may foreseeably have a material effect on any specified financial interest.

A Conflict of Interest Code must reflect the current structure of the organization and tell public officials, governmental employees, and consultants what financial interests they must disclose on their Fair Political Practices Commission (FPPC) Statement of Economic Interests Form 700. Additionally, a Conflict of Interest Code helps to provide transparency in local government agencies as required under the Political Reform Act.

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially. The completed biennial notice must be filed with the agency's code reviewing body (City Council) by October 2024. If amendments to an agency's Conflict of Interest Code are necessary, the amended code must be approved by the code reviewing body before becoming effective.

The City of Turlock’s Conflict of Interest Code has been amended as necessary over time to reflect changes in regulations and designated positions. A revised Code was last adopted by the City Council on September 7, 2022, Resolution No. 2022-181. Staff has reviewed the current Code and determined an amendment is necessary to account for new, modified or eliminated job classifications listed as “designated employees.” The proposed amendment, as outlined in Exhibit 1 to the Resolution, reflect these changes.

4. BASIS FOR RECOMMENDATION:

A. Staff’s recommended updates are based on the requirements of California Government Code Section 87300 et seq. where a personal financial interest may potentially be affected through an employee’s decision-making capacity.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Adoption of the amended Conflict of Interest Code will not have any financial impact on the budget.

6. CITY MANAGER’S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may wish to leave the Conflict of Interest Code status quo and not include the recommended/amended designated positions. This alternative is not recommended as accurate disclosure is necessary to monitor conflicts of interest.

9. ATTACHMENTS:

A. Draft Resolution
Exhibit 1 – 2024 Conflict of Interest Code

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING	}	RESOLUTION NO. 2024-XXX
RESOLUTION NO. 2022-181 AND ADOPTING	}	
AN AMENDED CONFLICT OF INTEREST CODE	}	
FOR THE CITY OF TURLOCK TO UPDATE	}	
THE LIST OF DESIGNATED EMPLOYEES AND	}	
REPORTING CATEGORIES FOR FILING OF	}	
THE FAIR POLITICAL PRACTICES	}	
COMMISSION (FPPC) STATEMENT OF	}	
ECONOMIC INTERESTS FORM 700	}	

WHEREAS, pursuant to California Government Code Section 87300 et seq., every agency shall adopt a Conflict of Interest Code to include specific enumeration of positions (designated employees) within the agency which involve the making or participation in the making of governmental decisions which may foreseeably have a material effect on any financial interest and for each enumerated position affect the employee’s financial interests the specific types of investments, business positions, interests in real property, and sources of income which are reportable; and

WHEREAS, a Conflict of Interest Code must reflect the current structure of the organization and tell public officials, governmental employees, and consultants what financial interests they must disclose on their Fair Political Practices Commission (FPPC) Statement of Economic Interests Form 700; and

WHEREAS, the Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially. The completed biennial notice must be filed with the agency’s code reviewing body by October 2024. If amendments to an agency’s Conflict of Interest Code are necessary, the amended code must be approved by the code reviewing body before becoming effective; and

WHEREAS, the current Conflict of Interest Code was adopted by the City Council under Resolution No. 2022-181 at the September 27, 2022 City Council meeting. Staff has determined that amendments to the current Conflict of Interest Code are necessary of which those amendments are outlined in Exhibit 1 to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2022-181 and adopt an amended Conflict of Interest Code for the City of Turlock to update the list of designated employees and reporting categories for filing of the Fair Political Practices Commission (FPPC) Statement of Economic Interests Form 700.

BE IT FURTHER RESOLVED that City of Turlock designated employees shall file their Statement of Economic Interests Form 700 with the Office of the City Clerk who will retain the Statements and make them available for public inspection and reproduction pursuant to California Government Code Section 81008.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of March, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT 1

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interest according to the following corresponding disclosure category(ies) to which their position has been assigned.

Disclosure Category 1

All interests in real property located within the City of Turlock or within two (2) miles of the boundaries of the City of Turlock or within two (2) miles of any land owned or used by the City of Turlock; and investments and business positions in business entities, and income, including loans, gifts, and travel payments, from all sources.

Disclosure Category 2

All interests in real property located within the City of Turlock or within two (2) miles of the boundaries of the City of Turlock or within two (2) miles of any land owned or used by the City of Turlock.

Disclosure Category 3

All investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the City of Turlock.

Disclosure Category 4

All investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the department or division to which the filer is assigned duties.

Disclosure Category 5

All investments, business positions and income, including loans, gifts, and travel payments, from sources, that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before the City of Turlock.

Disclosure Category 6

All investments, business positions and income, including loans, gifts, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City of Turlock.

Public Officials who are listed in California Government Code Section 87200

The following positions are not covered by this Conflict of Interest Code because individuals holding these positions must file pursuant to CA Govt. Code Section 87200. These positions are for informational purposes only:

- Mayor
- Members of the City Council
- City Manager
- City Attorney
- City Treasurer
- Members of the Planning Commission
- Consultants (those involved in the investment of public funds)

DESIGNATED EMPLOYEES

DISCLOSURE CATEGORY

OFFICE OF THE CITY MANAGER

Deputy City Manager	1
Economic Development Director – Communications Officer	1
Risk Management Director.....	1
Executive Assistant to City Manager / City Clerk.....	3
Executive Assistant to the City Manager / City Clerk Trainee.....	4
Executive Administrative Assistant - City Manager’s Office / Deputy City Clerk	4
Information Technology (IT) Manager	3

HUMAN RESOURCES RELATIONS DEPARTMENT

Human Resources Relations Director	1
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INFORMATION TECHNOLOGY (IT) DEPARTMENT

Information Technology (IT) Director.....	1
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FINANCE DEPARTMENT

Finance Director	1
Accountant III.....	1
Finance Customer Service Supervisor	4
Principal Accountant	1
Purchasing Coordinator	4
Purchasing Specialist.....	4
Purchasing Supervisor Manager	3

FIRE SERVICES

Fire Chief	1
Fire Division Chief.....	2, 4, 5, 6
Fire Marshall	2, 4, 5, 6
Fire Prevention Inspector.....	2, 4, 5

POLICE SERVICES

Police Chief.....	1
Police Captain.....	2, 4, 5, 6
Police Lieutenant	2, 4, 5, 6
Neighborhood Preservation Officer Code Enforcement Supervisor	2, 5

DISCLOSURE CATEGORY

DEVELOPMENT SERVICES

Development Services Director 1

Building & Safety

Building Inspector I 2, 3, 5

Building Inspector II 2, 3, 5

Building Inspector, Sr. 2, 3, 5

Building Inspector, Supervising 2, 3, 5

Building Official, Chief 1

Permit Staff Services Technician 2, 3, 5

Plans Examiner I 2, 3, 5

Plans Examiner II 2, 3, 5

Plans Examiner, Sr. 2, 3, 5

Staff Services, Analyst 2, 3, 5

Housing

Housing Program Manager 2, 3, 6

Community Housing Services Manager 2, 3, 6

Housing Finance Specialist I 2, 3, 6

Housing Finance Specialist II 2, 3, 6

Housing Finance Specialist, Trainee 2, 3, 6

Housing Program Specialist I 2, 3, 6

Housing Program Specialist II 2, 3, 6

Housing Rehabilitation Specialist I 2, 3, 6

Housing Rehabilitation Specialist II 2, 3, 6

Planning

Planner, Assistant 2, 3, 5

Planner, Associate 2, 3, 5

Planning, Manager 1

Planner, Senior 2, 3, 5

Planning Technician 2, 3, 5

Principal Planner 1

Staff Services Technician 2, 3, 5

MUNICIPAL SERVICES

Municipal Services Director 1

Customer Service Supervisor 3

Electrical/Mechanical Maintenance Supervisor 3

Electrical/Mechanical Maintenance Supervisor, Assistant 3

Environmental Compliance Inspector 5

Executive Administrative Assistant/Municipal Services 3

Fleet Maintenance Supervisor 3

Regulatory Affairs Manager 3, 6

Utilities Manager 3

Utilities Supervisor 3

Utilities Supervisor, Assistant 3

Water Quality Control Division Manager 3

Water Quality Control Supervisor 3

DISCLOSURE CATEGORY

Water Quality Control Laboratory Supervisor	3
Water Treatment Plant Manager	3
Water Treatment Plant Operations Supervisor	3

PUBLIC WORKS

Public Works Director	1
Public Works Director, Deputy	1

Engineering

Capital Project Coordinator	2, 3, 5
Development Services Public Works Supervisor/City Surveyor	1
Development Services Director /City Engineer	1
Engineering Project Coordinator	2, 3, 5
Engineer, Assistant	2, 3, 5
Engineer, Associate Civil	2, 3, 5
Engineer, Principal Civil	2, 3, 5
Engineer, Senior Civil	2, 3, 5
Engineer, Supervising Civil	1
Engineer, Supervising Sr. Civil	1

Park, Recreation & Public Facilities

Parks, Streets & Public Facilities Superintendent	2, 3, 5
Public Facilities Maintenance Supervisor	3
Public Facilities Maintenance Supervisor, Assistant	3
Parks, Recreation and Public Facilities Supervisor	3
Recreation Superintendent	3, 6

Public Works

Public Works Construction Inspector	2, 3, 5
Public Works Construction Inspector, Sr.	2, 3, 5

Transit

Transit Manager	1
Transit Planner	2, 3, 5
Traffic/Transportation Engineering Supervisor	1

CONSULTANTS

All consultants employed by the City	1
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City Council Staff Report

March 26, 2024



From: David Bickle, Fire Marshal

Prepared by: Julie Miranda, Executive Administrative Assistant Public Safety

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting the 2023 annual fire inspections for the City of Turlock to determine compliance performed by Turlock Fire Department as required by California Code of Regulations Title 19 (CCR T-19) 13146.4(a), Sections 13146.2 and 13146.3.

2. SYNOPSIS:

Accepting the 2023 annual fire inspections for the City of Turlock to determine compliance with CCR T-19.

3. DISCUSSION OF ISSUE:

California Code of Regulations Title 19 requires specific buildings to be inspected annually. CCR T-19 13146.4(a) states, "Every city or county fire department or district is required to perform an annual inspection pursuant to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3."

Sections 13146.2 and 13146.3 of the California Health and Safety Code require inspection of hotels, motels and apartment buildings and all buildings used as public and private schools, respectively.

4. BASIS FOR RECOMMENDATION:

Each year the state requires annual inspections in two types of occupancies; hotel/apartment occupancies and schools (both public and private). In the City of Turlock, there are 134 hotel/apartment occupancies, of which 115 (85.8%) were completed. There are 30 public and private schools of which 30 (100%) were completed.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council may choose not to accept this report.

10. ATTACHMENTS:

Attachment A: Draft Resolution 2024-

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING	}	RESOLUTION NO. 2024-
THE 2023 ANNUAL FIRE INSPECTIONS	}	
FOR THE CITY OF TURLOCK TO	}	
DETERMINE COMPLIANCE PERFORMED	}	
BY TURLOCK FIRE DEPARTMENT AS	}	
REQUIRED BY CALIFORNIA CODE OF	}	
REGULATIONS TITLE 19 (CCR T-19)	}	
13146.4(a), SECTIONS 13146.2 AND 13146.3	}	

WHEREAS, Turlock Fire personnel performed required fire inspections of hotels/apartments and public/private schools within the City of Turlock; and

WHEREAS, pursuant to California Code of Regulations Title 19, 13146.4(a), Sections 13146.2 and 13146.3, these inspections must be made annually; and

WHEREAS, these inspections were performed in an effort to adhere to the California Code of Regulations and promote life safety of the citizens of Turlock; and

WHEREAS, within the City of Turlock there are 134 hotel/apartment occupancies, of which 115 (85.8%) inspections were completed; and

WHEREAS, within the City of Turlock there are 30 public and private schools of which 30 (100%) were completed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the 2023 annual fire inspections for the City of Turlock to determine compliance performed by Turlock Fire Department as required by California Code of Regulations Title 19 (CCR T-19) 13146.4(a), Section 13146.2 and 13146.3.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of March 2024, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

City Council Staff Report

March 26, 2024



From: Gary R. Hampton, Interim Development Services Director

Prepared by: Adrienne Werner, Planning Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the approval of Rezone 2022-02, Planned Development 281 (Monarch Place) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines

Introduction of the Ordinance:

Ordinance: Amending the Zoning Map of the City of Turlock, California attached to Title 9 of the Turlock Municipal Code [Rezone 2022-02, Planned Development 281 – (Monarch Place)]

To be considered at the April 9, 2024 City Council Meeting

Resolution: Establishing Conditions of Approval for Planned Development 281 (Monarch Place) located at 2630 Roberts Road, 3436-3448 and 3536 N. Golden State Boulevard, Stanislaus County APNs 087-027-001 through 087-027-018.

2. SYNOPSIS:

Determining if Planned Development 281, Rezone 2022-02, and VTSM 2022-02 to be Exempt pursuant to CEQA Section 15332 [In-Fill Development] and considering the request to rezone the properties at 2630 Roberts Road, 3436-3448 and 3546 N. Golden State Boulevard to allow for deviations from the Municipal Code Standards to allow for the development of a 16-lot single-family residential subdivision and four commercial lots and a remainder.

3. DISCUSSION OF ISSUE:

The request is to subdivide a 2.70-acre parcel into 16 single family residential lots and divide two existing commercial lots into four lots and a remainder. A Planned Development is being requested for the residential subdivision to allow exceptions to the 5,000 square foot lot size, 5-foot interior side yard setbacks, and 20-foot garage setbacks established in the low density residential (RL) zoning district. Residential lots will range in size from 3,785 square feet to 8,237 square feet, will have 4-foot interior side yard setbacks, and 19-foot garage setbacks to allow for architectural features. The proposed

site plan is included in this report as Attachment 4.

Additionally, the request for the Planned Development includes the division of two commercial lots, totaling 3.12-acres, into 4 lots and 1 remainder. As proposed, the existing commercial buildings on proposed parcels 3, 4, and the remainder, would not meet the side and rear yard building setbacks established in the Northwest Triangle Specific Plan heavy commercial (CH) zoning district. The applicant is also requesting a reduction in the side yard setback for the multi-tenant commercial building proposed on parcel 2.

The request for a reduction to the setbacks for parcels 2,3,4 and the remainder is detailed below:

- Parcel 2: Side yard setback reduced from 20' to 4'.
- Parcels 3 & 4: Side yard setbacks reduced from 20' to 10'.
- Remainder:
 1. Front building (existing auto repair shop) side yard setbacks reduced from 20' to 11' on the north side of the building and from 20' to 16' on the south side of the building.
 2. Rear building - side yard setback reduced from 20' to 5' and the rear yard setback reduced from 20' to 5'.

Future development on Parcel 1 is required to meet the development standards established in the Northwest Triangle Specific Plan.

Requests to subdivide properties into 4 parcels or less are reviewed and approved as tentative parcel maps by the Engineering Division. The tentative parcel map was approved at the Engineering public hearing held January 4, 2024. Finalization and recordation of the tentative parcel map is contingent upon City Council approval of the Planned Development.

Background – Previous Subdivision of the Properties

In September 2005 Piro Enterprises submitted an application to subdivide two properties and create a 16-lot residential subdivision and two commercial lots. At their December 2005 meeting, the Planning Commission recommended the City Council rezone 2.70-acres of the larger 5.87-acre property from Heavy Commercial (CH) to Planned Development 249. Located at the intersection of North Golden State Boulevard and Roberts Road the property had a Heavy Commercial General Plan designation and was zoned Heavy Commercial. There were four commercial buildings on the southwest portion of the parcel.

The request to rezone the property was to facilitate VTSM 2005-16 which subdivided 2.70-acres into a 16-lot single family residential subdivision and a 3.17-acre remainder. The remainder contained the four commercial buildings and retained the Heavy Commercial zoning designation. The site plan is included in this report as Attachment 6.

The request for Planned Development (PD 249) was to allow a reduction in minimum lot size and width, from the low density residential (RL) zoning standards, for the 16-lot residential subdivision.

At the December 1, 2005 public hearing, the Planning Commission approved VTSM 2005-16 and recommended the City Council approve the rezone to PD 249. The City Council approved the rezone at their March 14, 2006 meeting.

The subdivision map was recorded with the Stanislaus County Clerk on September 5, 2006.

In June 2011 Parcel Map 11-05 was submitted to the Engineering Division for review and approval. The Parcel Map was submitted to allow the mergers of the 16-residential parcels back into one residential parcel, the creation of one heavy commercial parcel, and one remainder. Parcel Map 11-05 was recorded on November 3, 2011. The parcel map is included in this report as Attachment 7

Upon recordation of Parcel Map 11-05 Planned Development 249 expired due to the reversion of lots 1 through 16 of the Victoria Estates subdivision back to Parcel 1. Any proposed residential lots would be required to comply to the General Plan and all applicable development standards in the Low Density Residential (RL) zoning district and the Northwest Triangle Specific Plan. The commercial lots would have to conform to the General Plan and all applicable development standards in the Heavy Commercial (CH) zoning district and the Northwest Triangle Specific Plan.

Current and Recent Requests

In August 2021 the applicant submitted a parcel map to the Engineering Division to divide the two commercial lots into four lots and a remainder. The conditions of approval for the tentative parcel map were provided to the applicant during the Technical Review Conference on December 14, 2021. The applicant expressed concern with the Planning Division conditions prohibiting access to the commercial lots from Golden State Boulevard. General Plan Policy 5.2-w does not permit access from expressways to private properties. Golden State Boulevard is designated as an expressway in the General Plan.

An exception may be granted by the City Engineer if it is determined that the conditions listed below are met. In these cases, one access point may be provided onto future expressways to a parcel in existence at the date of adoption of the General Plan. The City may allow access from a private parcel onto an expressway if:

1. The applicant has satisfactorily demonstrated to the city that there are either no or only highly restrictive alternative access solutions available to that particular parcel;
2. The applicant agrees to take full financial responsibility for constructing the access point, including any reconstruction of the expressway that may be necessary; and
3. A properly designed access solution is approved by the City Engineer.

Staff started discussions with the applicant to try and come to a solution that would work for the applicant and meet the intent of the General Plan. Unfortunately, during this time the City Engineer left the City of Turlock, discussions stalled and delayed processing the parcel map.

On August 10, 2022 the applicant submitted a subdivision map application to subdivide the 2.70-acre parcel into 16-single family residential lots and also submitted a parcel map application to divide the two commercial lots into 4-lots and a remainder.

The proposed 16-lot subdivision is the same configuration as the map approved in 2006. Similar to the requests in 2006, the applicant is requesting a Planned Development to allow for smaller lot sizes and reduced setbacks from those established in the TMC for properties in the low density residential (RL) zoning district.

The tentative parcel map is proposed to divide the two commercial properties into 4 commercial lots and one remainder. Like the 2021 parcel map, a driveway from Golden State Boulevard to Parcel 1 was proposed. Again, the applicant was notified that access from Golden State Boulevard would not be permitted. Piro Enterprises retained Fehr & Peers to review the proposed driveway on Golden State Boulevard. The memorandum prepared by Fehr & Peers found that a right-in/right-out drive along Golden State Boulevard would operate acceptably and provide adequate vehicular access to the property to support the future commercial uses. The memorandum also found that *“Golden State Boulevard approaching the driveway should maintain its existing lane configuration but may change to two through lanes and a right turning lane leading to Roberts Road north of the proposed driveway.”* The Fehrs & Peers memorandum is included in this report as Attachment 8.

By this time the City had hired a permanent City Engineer who was able to discuss the issues with the applicant, review the memorandum submitted by Fehr & Peers and come to a resolution that met the applicant’s needs, addressed staff’s concerns, and met the intent of the General Plan. The applicant and City Engineer agreed that a deceleration lane from Golden State Boulevard to Roberts Road will be installed and right-in, right-out driveway will be allowed from Golden State Boulevard to Parcel 1. The parcel map cannot be approved unless the Planned Development is approved to allow the requested setback exceptions due to the proposed locations of the new property lines on the commercial property.

At the February 1, 2024 public hearing, the Planning Commission heard one member of the public speak in favor of the project. The Planning Commission voted unanimously to approve VTSM 2022-02 and recommend the City Council approve rezoning the properties to Planned Development 281 (PD281). The finalization and recordation of VTSM 2022-02 is contingent upon the City Council approving the rezoning of the residential property to PD 281.

4. BASIS FOR RECOMMENDATION:

Applications for Planned Developments require City Council review and determination. At their February 1, 2024 Planning Commission meeting, the Planning Commissioners voted unanimously to recommend the City Council approve the Planned Development and Rezone of the properties.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The cost of processing the application was paid for by the applicant. Additionally, as a condition of approval in 2006, the property annexed to CFD #2 to mitigate the project's impacts on police, fire, and public maintenance operations of the new residential uses. A condition of approval for VTSM 2022-02 is for the property to annex to CFD#2. This condition was added in case the parcel map recorded in 2011 reverting the residential lots back into one parcel effected the previous annexation to CFD #2.

6. STAFF RECOMMENDATION:

Staff recommends approval

7. CITY MANAGER'S COMMENTS:

Recommend approval

8. ENVIRONMENTAL DETERMINATION:

The proposed project would result in the subdivision of a 2.70-acre parcel into 16 single family residential lots and divide two commercial lots into four lots and a remainder. The Planned Development will allow for minor deviations from the Low Density Residential (RL) setback requirements and lot sizes and reduction in setbacks from the Heavy Commercial (CH) zoning district.

The proposed project is consistent with the General Plan designations and policies as well as applicable zoning designation and regulations. The new development will occur on a project site of less than five acres that is substantially surrounded by urban uses. The project site has no value as habitat for endangered, rare or threatened species and approval of the project is not expected to result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services. Therefore, staff recommends that the City Council find this project Categorical Exempt pursuant to Section 15332 (In-fill Development Projects) of the CEQA Guidelines.

9. ALTERNATIVES:

A. If the City Council chooses to not approve the Rezone and Planned Development, the applicant would be required to re-design the project to meet all of the standards for the Low-Density Residential zoning district and the Heavy Commercial zoning district.

B. The City Council may choose to add to or modify any of the proposed conditions of approval if desired.

10. ATTACHMENTS:

- A. Draft CEQA resolution
- B. Draft PD 281 resolution
- C. Draft ordinance
- D. VTSM 2022-02
- E. Planning Commission Resolution 2024-25
- F. VTPM 2023-03
- G. VTSM 2005-16
- H. VTPM 2011-05
- I. Fehrs & Peers memorandum

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DETERMINING THE } RESOLUTION NO. 2024-
 APPROVAL OF REZONE 2022-02, PLANNED }
 DEVELOPMENT 281 (MONARCH PLACE) IS }
 CATEGORICALLY EXEMPT FROM THE }
 PROVISIONS OF THE CALIFORNIA QUALITY }
 ACT (CEQA) PURSUANT TO SECTION 15332 }
 (IN-FILL DEVELOPMENT PROJECTS) OF THE }
CEQA GUIDELINES }**

WHEREAS, Piro Enterprises has submitted an application to rezone a 2.70-acre parcel located at 2630 Roberts Road, Stanislaus County APNs 087-027-001 through 087-027-016 from Low Density Residential (RL) to Planned Development 281 and subdivide the parcel into 16 single family residential lots; and,

WHEREAS, Piro Enterprises has also requested to rezone two commercial lots totaling 3.17-acres located at 3436-3448 and 3536 N. Golden State Boulevard, Stanislaus County APNs 087-027-017 and 087-027-018 from Heavy Commercial (CH) to Planned Development 281; and

WHEREAS, the Planned Development will allow for exceptions to the 5,000 square foot lot size and 5-foot interior side yard setbacks established in the low density residential (RL) zoning district. Residential lots will range in size from 3,785 square feet to 8,237 square feet and will have 4-foot interior side yard setbacks.; and

WHEREAS, the Planned Development will allow reductions in the side and rear yard setback for the proposed commercial lots detailed below; and

- Parcel 2: Side yard setback reduced from 20’ to 4’.
- Parcels 3 & 4: Side yard setbacks reduced from 20’ to 10’.
- Remainder:
 1. Front building (auto repair shop) side yard setbacks reduced from 20’ to 11’ on the north side of the building and from 20’ to 16’ on the south side of the building.
 2. Rear building - side yard setback reduced from 20’ to 5’ and the rear yard setback reduced from 20’ to 5’.

WHEREAS, pursuant to Section 21084 of the California Public Resources Code, the CEQA Guidelines lists the classes of projects which have been determined not to have a significant effect on the environment and are therefore exempt from the provisions of CEQA; and

WHEREAS, Section 153332 (In-Fill Development Projects) of the CEQA Guidelines exempts in-fill projects that are consistent with the applicable general plan and zoning designations, on properties within the City limits no larger than five acres surrounded by urban uses, have no value as habitat for endangered, rare or threatened species, and can

be served by all required utilities and public services and approval of the project will not result in any significant traffic, noise, air quality or water quality effects; and

WHEREAS, this project is generally consistent with the properties' low density residential and heavy commercial general plan and zoning regulation designations; and

WHEREAS, approval of this project will not result in significant traffic, noise, air quality or water quality effects; and

WHEREAS, the City Council of the City of Turlock considered the evidence contained within this staff report and the public testimony in making this CEQA determination and rendering its decision on the project at a properly noticed meeting held on March 26, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that the proposed project is consistent with the Turlock General Plan and its Environmental Impact Report, and is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects), of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of March, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING CONDITIONS OF APPROVAL FOR PLANNED DEVELOPMENT 281 (MONARCH PLACE) LOCATED AT 2630 ROBERTS ROAD, 3436-3448 AND 3536 N. GOLDEN STATE BOULEVARD, STANISLAUS COUNTY APNs 087- 027-001 THROUGH 087-027-018	} } } } } }	RESOLUTION NO. 2024-XXX
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WHEREAS, Piro Enterprises has submitted an application to subdivide approximately 2.70 acres into 16-single family residential lots; and

WHEREAS, typical residential lot sizes will range from 3,785 to 8,237 square feet; and

WHEREAS, residential lot widths will range from 50' wide to 113' wide; and

WHEREAS, residential interior side yard setbacks have been reduced from 5-feet to 4-feet; and

WHEREAS, the residential garage setbacks range from 19' to 20' to allow for architectural features; and

WHEREAS, the Planned Development will allow reductions in the side and rear yard setbacks for the proposed commercial lots detailed below; and

- Parcel 2: Side yard setback reduced from 20' to 4'.
- Parcels 3 & 4: Side yard setbacks reduced from 20' to 10'.
- Remainder:
 1. Front building (auto repair shop) side yard setbacks reduced from 20' to 11' on the north side of the building and from 20' to 16' on the south side of the building.
 2. Rear building - side yard setback reduced from 20' to 5' and the rear yard setback reduced from 20' to 5'.

WHEREAS, the project will be developed generally in accordance with standards established for the Low Density Residential (RL) for the 16-lot residential subdivision and Heavy Commercial (CH) zoning districts for the commercial lots; and

WHEREAS, TMC 9-2-113 encourages variety in developments by allowing greater freedom and flexibility with the use of alternative development standards; and

WHEREAS, the properties affected by this Resolution are located at 2630 Roberts Road, 3436-3448 and 3536 N. Golden State Boulevard, more specifically described as Stanislaus County Assessor's Parcel Numbers 087-027-001 through 087-027-018; and

WHEREAS, a duly noticed public hearing was held on March 26, 2024, at which time the

City Council heard public testimony on the proposed project and determined as follows:

1. That the proposed rezoning is consistent with the General Plan and Northwest Triangle Specific Plan.
2. The site for the proposed use is adequate in size and shape to accommodate such uses, all yards, open spaces, wall, fences, parking, loading, landscaping, and other features required by the Municipal Code or the Planning Commission to make sure such use is compatible with the land and uses in the vicinity; and
3. The site for the proposed use is related properly to streets and highways to carry the quantity and kind of traffic generated by the proposed use; and
4. The proposed use will not adversely affect the abutting property or the permitted use thereof with the provisions of conditions; and
5. The proposal is consistent with the Turlock General Plan, the Zoning Ordinance, the Northwest Triangle Specific Plan, and all other adopted plans for the site.
6. That the public necessity, convenience and general welfare require the proposed Planned Development.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby determine:

Section 1. the proposed project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEAQ) under CEQA Guidelines Section 15331 [Infill-Project]

Section 2. the City Council of the City of Turlock grants Planned Development 281 and approves Rezone 2022-02 subject to compliance with all applicable codes and ordinances and subject to the terms and conditions set forth below:

Planning Division (668-5640)

1. Approval of Vesting Tentative Subdivision Map 2022-02 (VTSM 2022-02) to subdivide the 2.70-acre lot into 16-single family residential lots is contingent upon obtaining City Council approval of Planned Development 281 authorizing the exceptions to the Low Density Residential (RL) zoning standards for the properties located at 2630 Roberts Road, Stanislaus County APNs 087-021-001 through 087-027-016. Specifically, the residential lots will range in size from 3,785 square feet to 8,237 square feet and will have 4-foot interior side yard setbacks. The garage setbacks will measure 19'-20' to accommodate architectural features of the garage.
2. Approval and recordation of Vesting Tentative Parcel Map 2023-03 (VTPM 2023-03) is contingent upon obtaining City Council approval of Planned Development 281 authorizing the exceptions to the Heavy Commercial (CH) zoning standards established in the Northwest Triangle Specific Plan for the property located at 3536 N. Golden State Boulevard and 3436-3448p N. Golden State Boulevard, Stanislaus County APN 087-027-017 and 087-027-018. The request for a reduction to the setbacks for parcels 2, 3, 4 and the Remainder is detailed below:

- Parcel 2: Side yard setback (along the southern property line) reduced from 20' to 4'.
- Parcels 3 & 4: Side yard setbacks reduced from 20' to 10'.
- Remainder:
 1. Front building (auto repair shop) side yard setbacks reduced from 20' to 11' on the north side of the building and from 20' to 16' on the south side of the building.
 2. Rear building - side yard setback reduced from 20' to 5' and the rear yard setback reduced from 20' to 5'.

3. Future commercial development of parcels 1 and 2 has not been approved as part of this resolution. An application for commercial development must be submitted, reviewed and approved by the Planning Division prior to any development on parcels 1 and 2.
4. Future development on Parcel 1 is required to meet the development standards established in the Northwest Triangle Specific Plan and the Heavy Commercial zoning district.
5. If VTSM 2022-02 for the 16-lot single family subdivision expires, Planned Development 281 shall expire for those residential lots and the underlying zoning designation for the properties that are part of VTSM 2022-02 shall revert back to Low Density Residential (RL).
6. If VTPM 2023-03 for the 4 commercial lots and one remainder expires, Planned Development 281 shall expire for those commercial lots and the underlying zoning designation for the properties that are part of VTPM 2023-03 shall revert back to Heavy Commercial (CH).

Section 3. That said Planned Development is hereby approved subject to compliance with all applicable codes and ordinances, and subject to the terms and conditions set forth herein. All conditions listed shall be complied with prior to issuance of a Certificate of Occupancy, or equivalent, unless otherwise stipulated.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of April, 2024, by the following vote:

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

ATTEST:

Julie Christel, 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 ZONING } MAP OF THE CITY OF TURLOCK, CALIFORNIA, } ATTACHED TO TITLE 9 OF THE TURLOCK } MUNICIPAL CODE [REZONE 2022-02, PLANNED } DEVELOPMENT 281 (MONARCH PLACE)] } <hr style="width: 100%;"/> 	ORDINANCE NO. -CS
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BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ENVIRONMENTAL DETERMINATION. The City Council finds that the report or declaration reflects the independent judgement of the lead agency and that the project is exempt from the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15332 (Infill Developments).

SECTION 2. REZONE AND PLANNED DEVELOPMENT FINDINGS FOR APPROVAL:
After considering the public testimony at a properly noticed public hearing held on March 26, 2024, and a second reading on April 9, 2024, the Turlock City Council finds and determines as follows:

1. That the proposed rezoning is consistent with the General Plan.
2. That the proposed site is suitable for the type of potential development.
3. That the site is suitable for the intensity of the proposed use.
4. That the proposed rezoning will not cause substantial environmental damage.
5. That the public necessity, convenience and general welfare require the proposed amendment.

SECTION 3. ZONING CHANGE. The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Low Density Residential (R-L) to Planned Development No. 281, under the provisions of Title 9 of the Turlock Municipal Code, and said real property shall hereafter be subject to the provisions and regulations of Planned Development 281 and this Chapter relating to property located within such Districts. Said property is described as follows:

Parcels 1 through 16 and as shown on a Map filed in Vol. 43 of Maps at page 34, Stanislaus County records, a.k.a. 2630 Roberts Road (Stanislaus County APNs 087-027-001 through 087-027-016).

SECTION 4. ZONING CHANGE. The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Heavy Commercial (CH) to Planned Development No. 281, under the provisions of Title 9 of the Turlock Municipal Code, and said real property shall hereafter be subject to the provisions and regulations of Planned Development 281 and this Chapter relating to property located within such Districts. Said property is described as follows:

Parcels 1 through 16 and as shown on a Parcel Map filed in Vol. 56 of Parcel Maps at page 70, Stanislaus County records, a.k.a. 3436-3448 and 3536 N. Golden State Boulevard (Stanislaus County APNs 087-027-017 and 087-027-018).

SECTION 5. ZONING MAP. The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the map attached hereto (Exhibit A), which is hereby made a part of this ordinance by reference.

SECTION 6. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 7. ENACTMENT. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of April, 2024, by the following vote:

Signed and approved this ____ day of _____, 2024.

SIGNED:

Amy Bublak, Mayor

ATTEST:

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

APPROVED AS TO FORM:

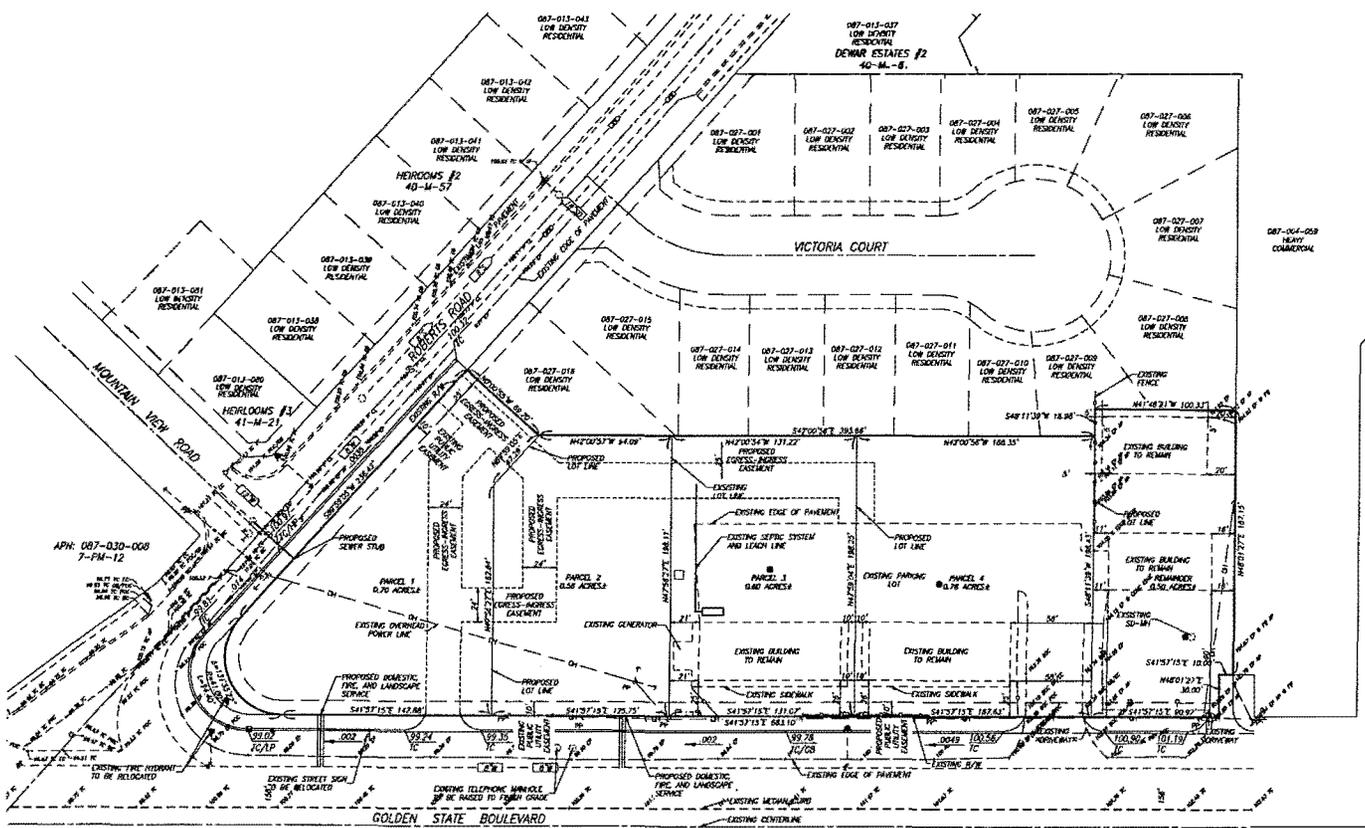
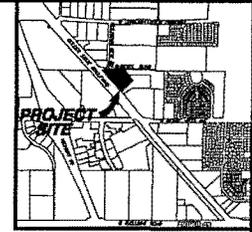
George Petrulakis, City Attorney

EXHIBIT A



VESTING TENTATIVE PARCEL MAP GOLDEN STATE PARCEL MAP TURLOCK, CALIFORNIA

BEING ALL OF LOT 17 AND REMAINDER AS SHOWN ON THAT CERTAIN SUBDIVISION MAP FILED FOR RECORD ON SEPTEMBER 5, 2006 IN BOOK 43 OF SUBDIVISION MAPS AT PAGE 34, STANISLAUS COUNTY RECORDS, SITUATED IN THE SOUTHWEST 1/4 CORNER OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT Diablo BASE AND MERIDIAN, IN THE CITY OF TURLOCK, STANISLAUS COUNTY, STATE OF CALIFORNIA



OWNER AND SUBOWNER

PHO INTERESTS INC
3011 CROWELL ROAD
TURLOCK CA 95302-8824
(209) 634-9760

STATEMENT OF SUBOWNER

- As required by City of Turlock Municipal Code, Chapter 11-5 Article 7)
- 1) SITE ADDRESS: 3481 ROBERTS RD TURLOCK CA 95262-1814
 - 2) ASSessor'S PARCEL NO. 087-027-017, 087-027-018
 - 3) EXISTING GENERAL PLANNING COMMERCIAL
 - 4) EXISTING ZONING HEAVY COMMERCIAL (HC-10)
 - 5) PROPOSED ZONING PLANNED DEVELOPMENT
 - 6) EXISTING UTILITIES PER CITY OF TURLOCK ORDINANCES AND STANDARDS
 - 7) WATER SUPPLY BY CITY OF TURLOCK
 - 8) SEWER DISPOSAL BY CITY OF TURLOCK
 - 9) STORM DRAINAGE BY CITY OF TURLOCK
 - 10) RESTRICTIVE COVENANTS, IF ANY, TO BE SUBMITTED AT THE TIME OF FINAL PARCEL MAP
 - 11) TREE TYPE AND LOCATION SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT
 - 12) WATER SUPPLY AND SEWER DISPOSAL SHALL BE COMPLIED WITH AS FURNISHED BY CHAPTER 11-5 ARTICLE 7 OF THE MUNICIPAL CODE
 - 13) ALL IMPROVEMENTS SHALL BE INSTALLED OR CONSTRUCTED AT THE TIME OF DEVELOPMENT
 - 14) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN COMPLIANCE WITH CHAPTER 11-5 ARTICLE 7 OF THE MUNICIPAL CODE, ORDINANCES AND STANDARDS
 - 15) OWNER RESERVES THE RIGHT TO SELL PARCELS ONLY.

NOTES

- 1) DIMENSIONS SHOWN ARE BASED ON A FIELD SURVEY BY BENCHMARK ENGINEERING, INC. ON 4/22/2007
- 2) TOTAL AREA OF THIS PARCEL IS 1.12 ACRES CONTAINING 4 PARCELS AND A REMAINDER.
- 3) THE MAP IS TIED TO THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (1983 NAD83).

LEGEND

EXISTING	
1/4" = 1'	—
FIRE ALARM	—
STANDARD UNVEILE	—
STORM INLET	—
WATER LINE	—
SEWER LINE	—
STORM DRAIN	—
CEILING LIGHT AND SIGNAL	—
POWER POLE	—
STREET SIGN	—

DATE	
BY	
CHECKED	
APPROVED	
TITLE	

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1515 17TH STREET • MOORESTOWN, MISSOURI 64050
(267) 346-6600



VESTING TENTATIVE PARCEL MAP
GOLDEN STATE PM
TURLOCK, CALIFORNIA

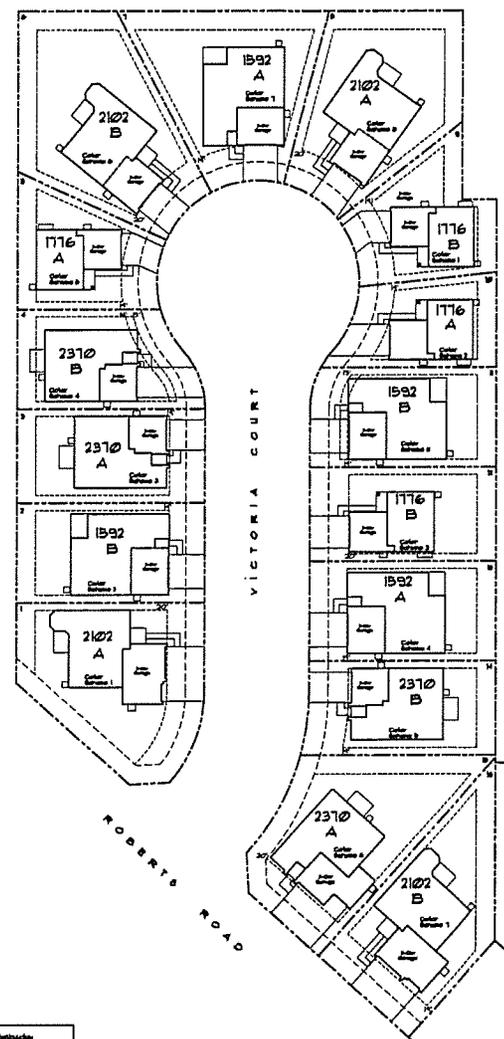
JOB NO. 04627
DATE: 5/10/2007
DR BY: []
CHECK BY: []
SCALE: AS SHOWN
SHEET NUMBER
1
OF 1 SHEETS

REVISIONS	BY

OH14
RAMSON
 CONSTRUCTION & DEVELOPMENT
 2811 Central Expressway
 Suite 100, San Francisco, CA 94134
 Phone: 415.774.7200
 Fax: 415.774.7202

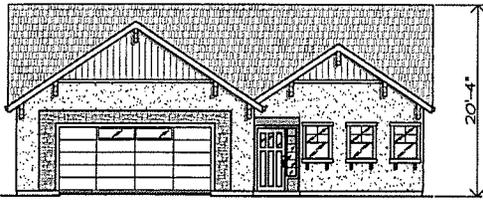
MONARCH PLACE
 TURLOCK, CALIFORNIA
 SITE PLAN AND
 ELEVATIONS
 RESIDENTIAL SUBDIVISION
 16 SINGLE FAMILY HOMES

DATE	1/20/22
SCALE	
DRAWN	
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SHEET	

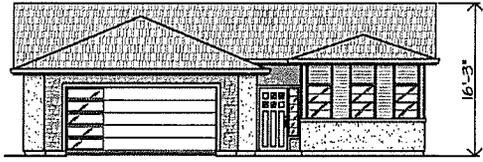


Architect
 Project
 Checked by
 Scale
 Date

SITE PLAN
 1" = 30'



Plan 1542 A



Plan 1542 B



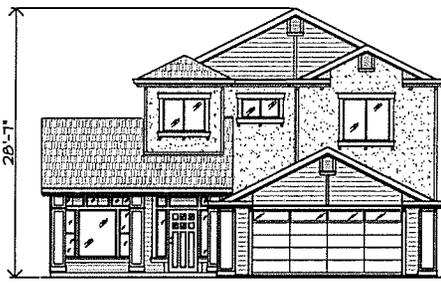
Plan 1716 A



Plan 1716 B



Plan 2102 A



Plan 2102 B



Plan 2370 A



Plan 2370 B

Filing Requested By:

City of Turlock
Development Services
Planning Division
156 S. Broadway, Suite 120
Turlock, CA 95380-5456

When Filed Mail To:

Same as above

EXEMPT FROM FEE PER GOVERNMENT CODE §6103

SPACE ABOVE THIS LINE FOR CLERK'S USE ONLY

RESOLUTION NO. 2023-25

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF TURLOCK APPROVING
VESTING TENTATIVE SUBDIVISION MAP 2022-02
(MONARCH PLACE)

PROPERTY OWNER: Piro Enterprises
3811 Crowell Road
Turlock, CA 95382

APPLICANT: Piro Enterprises
3811 Crowell Road
Turlock, CA 95382

SITE ADDRESS: 2630 Roberts Road

APN: 087-027-001 through 087-027-016

WHEREAS, Piro Enterprises has submitted an application to subdivide approximately 2.70 acres into 16-single family residential lots; and

WHEREAS, typical lot sizes will range from 3,785 to 8,237 square feet; and

WHEREAS, lot widths range from 50' wide to 113' wide; and

WHEREAS, interior side yard setbacks have been reduced from 5-feet to 4-feet; and

WHEREAS, the garage setbacks range from 19' to 20' to allow for architectural features; and

WHEREAS, a Planned Development would allow for deviations in the minimum lot size, minimum lot width, and setbacks; and

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(Monarch Place)

WHEREAS, the project will be developed generally in accordance with standards established for the Low Density Residential (RL) zoning district; and

WHEREAS, the properties affected by this Resolution is described as Stanislaus County Assessor Parcel Nos. 087-027-001 through 087-027-016; and,

WHEREAS, after a duly noticed public hearing held on February 1, 2024, the Planning Commission found and determined as follows:

Section 1. The Planning Commission determined the project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15332 [In-Fill Development] having determined that all of the findings can be made, subject to the conditions of approval contained in draft Planning Commission Resolution 2023-26.

Section 2. That Vesting Tentative Subdivision Map No 2022-02 (Monarch Place) would be permissible subject to the following findings:

1. The proposed subdivision is in conformance with the General Plan and the Northwest Triangle Specific Plan.
2. That the design and improvements are consistent with the General Plan and the Northwest Triangle Specific Plan.
3. That the site is physically suited for the type of proposed development.
4. That the site is physically suitable for the potential density of the proposed development.
5. That the proposed subdivision or associated improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. That the design of the project or the types of improvements will not cause public health problems.
7. That the discharge of waste from the proposed subdivision into the Turlock Treatment Facility will not violate existing requirements prescribed by the California Regional Water Quality Control Board.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock that Vesting Tentative Subdivision Map 2022-02 (Monarch Place) is hereby approved and subject to compliance with all applicable codes and ordinances and subject to the terms and conditions set forth below. All conditions listed below shall be complied with prior to issuance of Certificate of Occupancy, or equivalent, unless otherwise stipulated:

Planning Division (668-5640)

1. Approval of Vesting Tentative Subdivision Map 2022-02 to subdivide the 2.70-acre lot into 16-single family residential lots is contingent upon obtaining City Council approval of Planned Development 281 authorizing the exceptions to the Low Density Residential (RL) zoning standards for the properties located at 2630 Roberts Road, Stanislaus County APNs 087-021-001 through 087-027-016. Specifically, the

VTSM 2022-02
(Monarch Place)

residential lots will range in size from 3,785 square feet to 8,237 square feet and will have 4-foot interior side yard setbacks. The garage setbacks will measure 19'-20' to accommodate architectural features of the garage.

2. Approval of Vesting Tentative Parcel Map 2023-03 is contingent upon obtaining City Council approval of Planned Development 281 authorizing the exceptions to the Heavy Commercial (CH) zoning standards established in the Northwest Triangle Specific Plan for the property located at 3536 N. Golden State Boulevard and 3436-3448 N. Golden State Boulevard, Stanislaus County APN 087-027-017 and 087-027-018. The request for a reduction to the setbacks for parcels 2, 3, 4 and 5 is detailed below:

The request for a reduction to the setbacks for parcels 2,3,4 and 5 is detailed below:

- Parcel 2: Side yard setback (along the southern property line) reduced from 20' to 4'.
- Parcels 3 & 4: Side yard setbacks reduced from 20' to 10'.
- Parcel 5: Front building (auto repair shop) side yard setbacks reduced from 20' to 11' on the north side of the building and from 20' to 16' on the south side of the building.

Rear building - side yard setback reduced from 20' to 5' and the rear yard setback reduced from 20' to 5'.

3. Future development on Parcel 1 is required to meet the development standards established in the Northwest Triangle Specific Plan.
4. Minor amendments to the site layout, building design, and other conditions contained within this approval may be authorized by the Development Services Director on a case-by-case basis, provided that such amendments are consistent with the overall intent and purpose of the conditions contained herein.
5. A reciprocal access and parking agreement is required between future parcels 1 and 2. A copy of the recorded agreement shall be provided to the Planning Division prior to the issuance of a Certificate of Occupancy.
6. A masonry wall shall be installed along the property lines separating the residential lots from the adjacent commercial properties.
7. Individual house addresses will be assigned by the Planning Division pursuant to TMC §8-400ART.
8. Building and/or tenant suite addresses for the proposed commercial building will be assigned by the Planning Division upon receiving a building permit for tenant improvements.
9. Exterior mechanical equipment, except solar collectors affixed to the roof and residential utility meters, shall be screened from public view on all sides. Equipment to be screened includes, but is not limited to, heating, air conditioning, refrigeration

equipment, plumbing lines, duct work, and transformers. Satellite dish antennas and microwave equipment shall be screened in accordance with TMC §9-2-101, Accessory Buildings or Structures.

10. All roof mounted equipment shall be screened from public view by materials of the same nature as the main structure. Mechanical equipment shall be located below the highest vertical element of the building.
11. Plans for the development of typical front yard landscaping to be installed by the developer shall be submitted to the Planning Division for review and approval prior to the issuance of any building permit. The subdivision shall comply with the Water Efficient Landscape Ordinance (TMC § 9-2-109).
12. All trash cans shall be stored behind the backyard fencing with the exception of trash collection day.
13. All off-premise subdivision directory / sales signs proposed in conjunction with the project shall obtain a separate City of Turlock sign permit and comply with the sign criteria and standards established in the Turlock Municipal Code. Note: snipe signs (i.e. signs of a temporary nature advertising a specific event or product and which are illegally posted to trees, posts, poles, stakes, fences or similar support structures) are expressly prohibited.
14. The developer must comply with the requirements established in TMC § 9-2-120 (Underground Utilities).
15. To adequately fund the ongoing provision of public services (including but not limited to police, fire, and public maintenance), the subject property shall be included in a (Mello Roos) Community Facilities District to fund a Services Mitigation Fee. A final subdivision map shall not be recorded until the subject property has been annexed to the Community Facilities District. Pursuant to City Council Resolution 2004-31, annexation to the proposed Communities Facilities District is required to mitigate the project's impacts upon police, fire and public maintenance operations.
16. If there are model homes for the subdivision the developer shall comply with Section 9-2-109(12) of the City of Turlock Municipal Code.
17. The approval of this vesting tentative map approval shall expire in thirty-six (36) months unless extended in accordance with Article 4 of Turlock Municipal Code Chapter 11-5 or otherwise authorized under State Law pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).
18. All homes shall be consistent with the plans and elevations submitted with this application. House plans will be reviewed and approved by the Planning Division staff prior to application for a building permit to ensure that the proposed house designs comply with the design standards of the General Plan and the City's adopted Design Guidelines.
19. In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted

to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

20. The developer shall pay all City of Turlock city wide and specific plan development impact fees prior to issuance of the building permit.
21. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.
22. Lighting shall be oriented to minimize impacts upon nearby residences.
23. Sources of high illumination shall be separated from light-sensitive receptors.
24. The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.
25. In accordance with State Law, if any historical resources are found during construction, work is to stop, and the City of Turlock and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find. If it is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resources shall be formulated and implemented.

Engineering Division (668-5520)

1. In the event that multiple final maps are filed, the City of Turlock reserves the right to impose reasonable conditions relating to the filing of multiple final maps.
2. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.
3. Construction of the required improvements may be deferred until after recording of the subdivision map provided that a subdivision agreement has been executed, bonds and insurance certificates filed, and all fees paid.
4. Provide easements per the Turlock Irrigation District.
5. Provide 10-foot Public Utility Easement behind property along all street frontages.
6. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 54717 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed. As an alternative to this, the City may form a community facilities district (CFD) to finance the operation and maintenance of said improvements and services.
7. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 22608 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping. As an alternative to this, the City may form a community facilities district (CFD) to finance the operation

and maintenance of said improvements and services.

8. The survey for the final map shall be based on the record of survey recorded in book 20 of surveys at page 56, Stanislaus County Records.
9. The developer will be required to pay the development fees adjusted to the current Engineering News Record.
10. Developer shall provide a Low Impact Development (LID) design for all added and/or reconstructed impervious surfaces that includes measures for site design, sources control, runoff reduction, storm water treatment and baseline hydromodification management as defined in the Phase II MS4 General Permit in order to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.
11. Developer shall implement source control measures consistent with recommendations from the CASQA Stormwater BMP Handbook for New Development and Redevelopment for the pollutant generating activities listed in Section E.12.d of the Phase II MS4 General Permit.
12. Developer shall incorporate all post construction BMPs necessary to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.
13. Developer shall execute an Operations and Maintenance Agreement with the City of Turlock for all post construction best management practices (BMPs) associated with the development prior to occupancy of the building.
14. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.
15. All lots shall be graded to drain towards the public street with no cross lot drainage allowed. If the grade differential between lots or surrounding ground is 1 foot or greater a retaining wall shall be required per City of Turlock standards. If the grade differential between lots or surrounding ground is between 1/2 foot and 1 foot, the developer shall use a wood type retaining wall/fence depending on the individual situation, to be approved by the City Engineer as part of the subdivision improvement plans.
16. All building pads shall be 1/2 foot higher than the nearest flow-line high point. This condition may be waived by the City Engineer if upon review of the hydrology study he deems it is not necessary.
17. Each lot will have access to a water service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.
18. A grading permit is required for any on-site work (grading, paving, concrete, etc.). Please submit a cost estimate for all on-site work, as well as (5) sets of improvement plans including an erosion control plan for review and approval. All parcels disturbing more than one acre of land must apply for a Notice of Intent with the State

of California Water Quality Control Board. The W.D.I.D. number, which is provided by the state, must be submitted prior to grading permit issuance.

19. An encroachment permit is required for all off-site work. Please submit a cost estimate for all off-site work, liability insurance listing the City of Turlock as additionally insured, as well as (5) sets of improvement plans for review and approval.
20. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on street frontages if in the City Engineer's opinion the integrity of the roadway has been compromised by utility cuts (3 or more) or construction practices. Asphalt oil shall be PG 64-10.
21. Developer shall repave all trenching in existing right of way per the current City Standards, including Errata 1, and pay applicable trench restoration fees in accordance with Section 7-4-203 of the City of Turlock Municipal Code.
22. Striping and signing plans shall be included as a part of the final improvement plans. Stop signs shall be installed by the developer. Street name signs will be installed by the City, but paid for by the developer. Developer will prepare a striping plan utilizing thermoplastic and markers for the development.
23. The developer shall pay all City of Turlock development impact fees prior to map recordation or issuance of any building permits in accordance with City of Turlock ordinances.
24. Sewer, Water, and Fire Services that will not be utilized for the developed area shall be abandoned in accordance with the requirements of Municipal Services.
25. Developer shall install street trees spaced 30'-35' apart along the Roberts Road and the proposed cul-de-sac frontages per the City Standard Specifications and Drawings.
26. Side yard fencing and trees shall be held back 30 feet from the intersection of Roberts Road and Golden State Boulevard as required by City Standard Drawing ST-13 "Clear Vision Triangle".
27. The proposed subdivision shall meet all the requirement of the Northwest Triangle Specific Plan.
28. The developer shall agree to enter into an assessment district to pay for the energy and maintenance of landscaping, street slights, street sweeping, and street repairs.
29. If any survey monuments will be at risk during construction activities, the City of Turlock will require that there is an individual in responsible charge of the Land Surveying activities within the bounds of proposed development as follows:
 - **Acknowledgement of Monument Responsibility** certificate signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to issuance of the grading and/or encroachment permit.
 - **Acknowledgement of Monument Preservation** certificate signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized

to perform Land Surveying in the State of California, will be required prior to final sign acceptance of the grading and/or encroachment permit.

30. The developer shall dedicate right of way on Roberts road frontage from the east limit of Monarch Place to Golden State Boulevard to provide for a 60-foot right of way with a curb-to-curb distance of 40 feet. In addition, developer shall be required to dedicate additional right of way on Golden State Blvd. to provide a deceleration/turn lane from Golden State Blvd. to Roberts Road. No improvements, unless deemed necessary per conditions above, shall be required on Golden State Boulevard. However, improvements to Roberts Road shall be as follows:
 - a. Install full City Standard Improvements along the north boundary of the future Monarch Place (Roberts Road);
 - b. Install curb and gutter, street lights and widen pavement on Roberts Road west of the west boundary of Monarch Place to the southwest corner of the return at Golden State Boulevard;
 - c. Developer shall overlay or reconstruct Roberts Road from the east boundary of Monarch Place to Golden State Blvd as directed by the City Engineer. Asphalt oil shall be AR-8000.

Building & Safety Division (668-5560)

1. A building permit is required for any structure (electrical gates, site lighting, etc.) associated with the project.
2. A separate permit is required for any site lighting.
3. Plans must be submitted electronically. Plans shall be prepared by a licensed California design professional.
4. The project shall comply with the current California Building Codes and the Turlock Municipal Code in effect at the time of building permit application.
5. Additional requirements may be applicable upon review of the submitted building permits.
6. Energy compliance documents required. Documents to be part of the plans set. HERS testing will be required.
7. Accessibility parking upgrades will be required.
8. Modification to existing structures will require a permit and an occupancy inspection.
9. Clearly identify which section the project is required to comply with, 2022 CBC 11A or 11B.
10. Detail compliance with 2022 CBC Chapter 11. Provide plans for compliant units.
11. Provide path of travel information connecting the site to Roberts Road and/or Golden State Boulevard.
12. Ensure residential street frontage complies with City of Turlock municipal regulations.

Fire Services (668-5580)

1. The project shall comply with the current California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the Turlock Municipal Code in effect at the time of building permit application. Additional requirements may be applicable upon Fire Dept. review of building plans.
2. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt of concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.
3. Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.
4. Address numerals shall be a minimum of 6" tall with $\frac{3}{4}$ " stroke, contrast with background, be clearly visible from the primary roadway and be illuminated either internally or externally between dusk and dawn daily.
5. Permanent all weather signage shall be installed (minimum 3" letters/numbers).
 - a. MAIN ELECTRICAL DISCONNECT
 - b. MAIN GAS SHUT OFF
 - c. FIRE CONTROL ROOM
 - d. FDC (address numerals)
 - e. ELECTRICAL ROOM
 - f. HVAC units shall be numbered (coordinating with breakers and fire alarm system)
6. A Knox Box key safe may be installed to the right of the main entrance door. Safe shall be securely mounted between 4-feet and 8-feet above finished grade. Safe may be ordered online at www.knoxbox.com or by visiting the Fire Department office.
7. A Knox Box key safe shall be installed on each suite and at the Fire Control Room. Boxes shall be installed to the right of the main entrance doors between 4-feet and 8-feet above finished grade. Boxes may be ordered online at www.knoxbox.com or by visiting the Fire Department office.
8. Two Locking FDC plugs (2 – 2½") shall be installed. Plugs may be ordered at www.knoxbox.com or by visiting the Fire Department office.
9. Fire sprinklers shall be required. Four (4) sets of fire sprinkler plans, architectural plans and calculations shall be submitted by a licensed C-16 fire sprinkler contractor to the Fire Department in accordance with NFPA 13 and City of Turlock Municipal Code.
10. On-site fire hydrant may be required. Location and number to be determine at civil plan review. Fire hydrant shall be within 75-feet pf the FDC.
11. Four (4) sets of fire alarm system plans shall be submitted to fire department by a licensed C-10 fire alarm professional. System shall be U.L. certified and monitored by a U.L. central station for the life of the building. U.L. Certificate required at final.
12. Fire extinguishers with a minimum rating of 2-A:10-B:C shall be provided such that

no point in the building is further than 75-foot travel distance to an extinguisher. Extinguishers shall be mounted on the wall or in cabinets, such that the top of the extinguisher is no more than four (4) feet above floor level.

13. Electrical disconnect shall be accessible from the exterior of the building or in a secure electrical room that opens directly to the outside. Disconnect or electrical room will be identified with an approved all-weather sign.
14. Fire lane requirements shall be met. Fire lanes shall be painted throughout the project.

Municipal Services

1. Prior to issuance of a building permit, water and sewer utilities shall be reviewed and approved by Municipal Services (668-5590).

Parks, Recreation & Public Facilities Maintenance (668-5594)

1. Street trees shall be installed in accordance with City of Turlock standards (TMC 7-7-500) and 9-2-109). The variety of street tree to be installed is Chinese Pistache "Keith Davey". Any variation from the above listed street tree requirement must first be approved by the City of Turlock Parks, Recreation and Public Facilities Maintenance Department. The property owner or developer shall contact this department at (209) 668-5594 for review of tree layout and inspection prior to installation of street trees.

Turlock Irrigation District (Irrigation System 883-8367, Electric Utility 883-8659)

1. The District has no comments concerning irrigation facilities.
2. The District has an overhead electric distribution line running across proposed Parcels 1 & 2, which serves several businesses along N Golden State Blvd south of Roberts Rd. Should this overhead line remain, then a 20-foot wide electrical easement shall be dedicated.
3. Alternatively, there is a "future" underground primary conduit stubbed onto the north side of Parcel 1, which was installed to feed this development area. If the developer wishes to relocate the overhead line into the PUE, then they shall apply for a facility change for any pole or electrical facility relocation. Facility changes are performed at developer's expense.
4. Additionally, there is an underground line located along a portion of the lot line between Parcel 2 and 3, which feeds an existing transformer behind the generator on Parcel 3. This underground service continues across Parcel 3 to serve the existing office building on Parcel 4. A 10-foot wide electric easement centered on these lines shall be dedicated.
5. A 10-foot Public Utility Easement shall be dedicated along all street frontages.

San Joaquin Valley Air Pollution Control District

VTSM 2022-02
(Monarch Place)

1. The applicant shall comply with all applicable Air Pollution Control District Rules and regulations.

Pacific Gas and Electric Company

1. PG&E currently operates and maintains existing underground gas distribution main and services within the bounds of the proposed Vesting Tentative Parcel Map and Planned Development 281. PG&E will require adequate rights-of-way be provided for said gas distribution main and services over Lots 14, 15, and possibly 16 of the Victoria Estates subdivision, as well as over Parcel 3 of the Vesting Tentative Parcel Map as shown on the attached Exhibit A. The locations shown on said Exhibit A are approximate locations based on PG&E's internal review of the Vesting Tentative Parcel Map and Planned Development 281. The applicant must attempt to verify the actual locations of said gas distribution main and services on site by contacting Underground Service Alert (USA) by dialing 811. This free and independent service will ensure that all existing underground utilities are identified and marked on-site. The applicant may contact their utility surveyor to add the location of PG&E facilities on the Vesting Tentative Parcel Map and Planned Development 281.
2. Adequate rights-of-way provided for said gas distribution main and services over Lots 14, 15, 16, and Parcel 3 must be a minimum width of ten feet (10') in width and may be a Public Utility Easement (P.U.E.) or easement in gross to PG&E. An easement in gross to PG&E for said gas distribution main and services is preferred. Appurtenant rights reserved in deeds are not preferred and may not be considered adequate. Any Public Utility Easements (P.U.E.) dedicated for said gas distribution main and services must contain the following language:

I/We the undersigned, as Owner(s) of the land shown hereon, do hereby state that I/we am/are the only person(s) whose consent is necessary to pass clear title to said land and do hereby consent to the preparation and recordation of this map and offer for dedication and do hereby dedicate for public uses the Public Utility Easements (PUEs) shown on this map for public utility purposes including electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and to cut down and clear away or otherwise control any trees or brush. The PUEs hereby offered for dedication are to be kept open and free of buildings, structures and wells of any kind.

3. In accordance with Subdivision of Premises provision of Rule 16, when PG&E's service facilities are located on private property that is subsequently subdivided into separate premises with ownership divested to someone other than the applicant, the subdivider is required to provide PG&E with easement rights that are satisfactory to PG&E for its existing facilities. Additionally, the subdivider is to notify property owners of the subdivided premises of the existence of the rights-of-way being granted.
4. In the event that adequate rights-of-way are not granted as a result of the property subdivision, PG&E does have the right, upon written notice to the applicant, to

VTSM 2022-02
(Monarch Place)

discontinue service without obligation or liability. The existing owner, applicant, or customer would then have to pay to PG&E the total estimated cost of any required relocation or removal of PG&E's facilities.

Section 3. The establishment of Vesting Tentative Subdivision Map No. 2022-02 requires compliance with the conditions of approval, which shall be binding on all heirs, assignees, and successors in interest of said property.

Section 4. The Director of Community Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 1st day of February 2024, by the following roll call vote:
AYES:

NOES:

ABSTAINED:

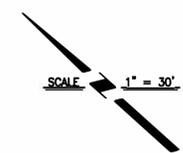
ABSENT:

ATTEST: _____

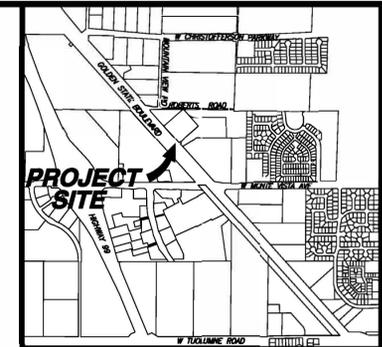
ADRIENNE WERNER
INTERIM DEVELOPMENT SERVICES DIRECTOR/PLANNING MANAGER &
SECRETARY OF THE TURLOCK PLANNING COMMISSION
CITY OF TURLOCK

WITNESS: _____

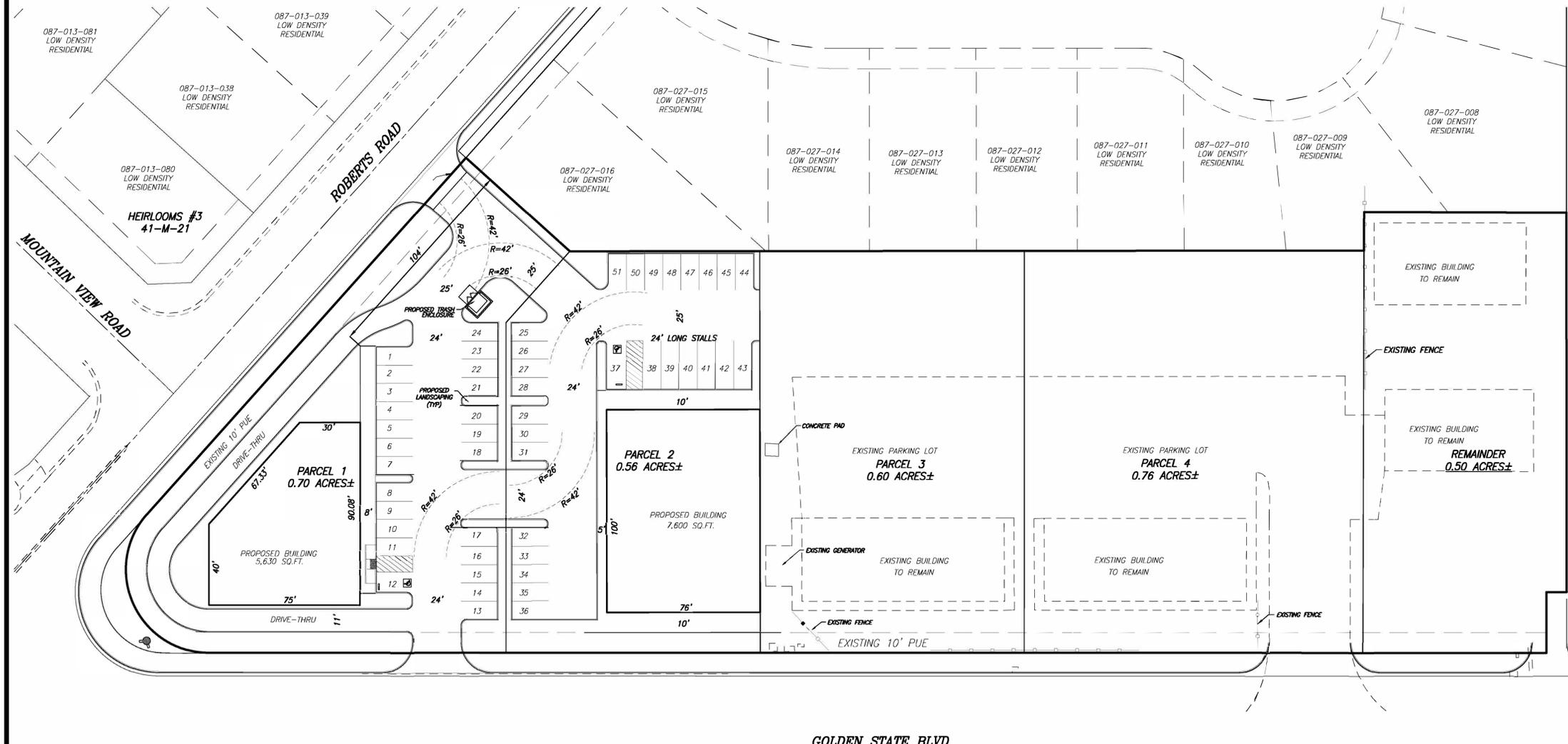
ALEXIA FUENTES
STAFF SERVICES TECHNICIAN
CITY OF TURLOCK



SCALE 1" = 30'



VICINITY MAP



OWNER AND SUBDIVIDER

PIRO ENTERPRISES INC
3811 CROWELL ROAD
TURLOCK CA 95382-8834
(209) 634-5700

GENERAL NOTES

(AS REQUESTED BY CITY OF TURLOCK MUNICIPAL CODE, CHAPTER 11-5 ARTICLE 7)

- 1) SITE ADDRESS: 2630 ROBERTS RD
TURLOCK CA 95382-8834
- 2) ASSESSORS PARCEL NO. 087-027-017, 087-027-018
- 3) EXISTING GENERAL PLAN: HEAVY COMMERCIAL
- 4) EXISTING ZONING: HEAVY COMMERCIAL (C-H)
- 5) PROPOSED ZONING: PLANNED DEVELOPMENT
- 6) EROSION CONTROL PER CITY OF TURLOCK ORDINANCES AND STANDARDS.
- 7) WATER SUPPLY: BY CITY OF TURLOCK.
- 8) SEWAGE DISPOSAL: BY CITY OF TURLOCK.
- 9) STORM DRAINAGE: BY CITY OF TURLOCK.
- 10) RESTRICTIVE COVENANTS, IF ANY, TO BE SUBMITTED AT THE TIME OF FINAL PARCEL MAP.
- 11) TREE TYPE AND LOCATION SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT.
- 12) WATER SUPPLY AND SEWAGE DISPOSAL SHALL BE COMPLIED WITH AS PER CHAPTER 11-8 ARTICLE 1 OF THE MUNICIPAL CODE.
- 13) ALL IMPROVEMENTS WILL BE INSTALLED OR CONSTRUCTED AT THE TIME OF DEVELOPMENT.
- 14) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN COMPLIANCE WITH CHAPTER 11-8 ARTICLE 1 OF THE MUNICIPAL CODE, REGULATIONS AND STANDARDS.
- 15) OWNER RESERVES THE RIGHT TO SELL PARCELS ONLY.

NO	REVISIONS DESCRIPTIONS	DATE	APPROVED

BENCHMARK ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
915 17th STREET • MODESTO, CALIFORNIA • 95354
(209) 548-9800 FAX: (209) 548-9305



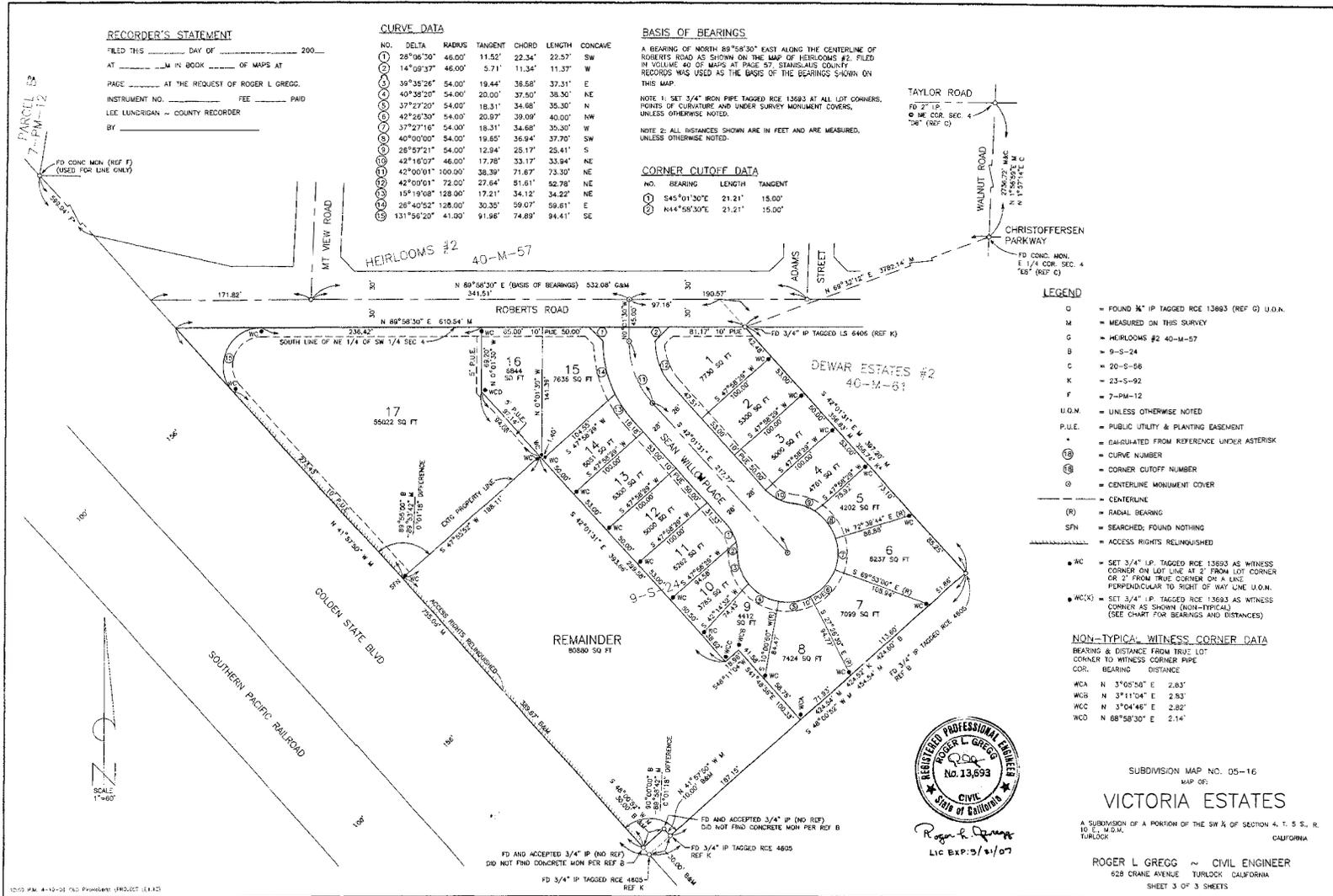
SITE PLAN
GOLDEN STATE PM
TURLOCK, CALIFORNIA

JOB NO. 248000
DATE 8/22/23
DR BY CH
CK BY MR
SCALE AS SHOWN

SHEET NUMBER
1
OF 1 SHEETS



Know what's below.
Call before you dig.



Rec. 9-5-06

43M34

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 20____
 AT _____ M IN BOOK _____ OF PARCEL MAPS AT
 PAGE _____ AT THE REQUEST OF ROGER L GREGG.
 INSTRUMENT NO. _____ FEE _____ PAID
 LEE LUNDRIGAN ~ COUNTY RECORDER
 BY _____

CURVE DATA G&M

NO.	DELTA	RADIUS	TANGENT	CHORD	LENGTH	CONCAVE
①	131°56'20"	41.00'	91.96'	74.89'	94.41'	SE

NOTE 1: ALL DISTANCES SHOWN ARE IN FEET AND ARE MEASURED, UNLESS OTHERWISE NOTED.

NOTE 2: THE SET MONUMENTS SHOWN ON THE MAP OF VICTORIA ESTATES FILED IN BOOK 43 OF MAPS AT PAGE 34 S.C.R. WERE NOT SET.

NOTE 3: LOTS 1 THROUGH 16 OF VICTORIA ESTATES AND THE SEAN WILLOW DRIVE ROAD RIGHT OF WAY ARE HEREBY MERGED INTO PARCEL 1 OF THIS PARCEL MAP. LOT 17 OF VICTORIA ESTATES BECOMES PARCEL 2 OF THIS PARCEL MAP. REMAINDER AS SHOWN ON VICTORIA ESTATES BECOMES REMAINDER ON THIS PARCEL MAP.

NOTE 4: ABANDONMENT NOTE: RIGHT OF WAY AND EASEMENTS PER MAP OF VICTORIA ESTATES FILED IN BOOK 43 OF MAPS AT PAGE 34 S.C.R.

ABANDONED BY CITY OF TURLOCK COUNCIL RESOLUTION # 2011-217

ADOPTED AT THE REGULAR MEETING ON October 11, 2011.

NOTE 5: 10 FEET WIDE PUBLIC UTILITY EASEMENTS ARE DEDICATED BY THIS PARCEL MAP ALONG THE ROBERTS ROAD AND GOLDEN STATE BLVD. FRONTAGES OF PARCEL 1 AND PARCEL 2 AS SHOWN ON THE MAP.

NOTE 6: THE SUBDIVISION IMPROVEMENT AGREEMENT RECORDED AS INST # 06-0131869-00 TO BE RESCINDED BY SEPERATE CITY OF TURLOCK COUNCIL ACTION.

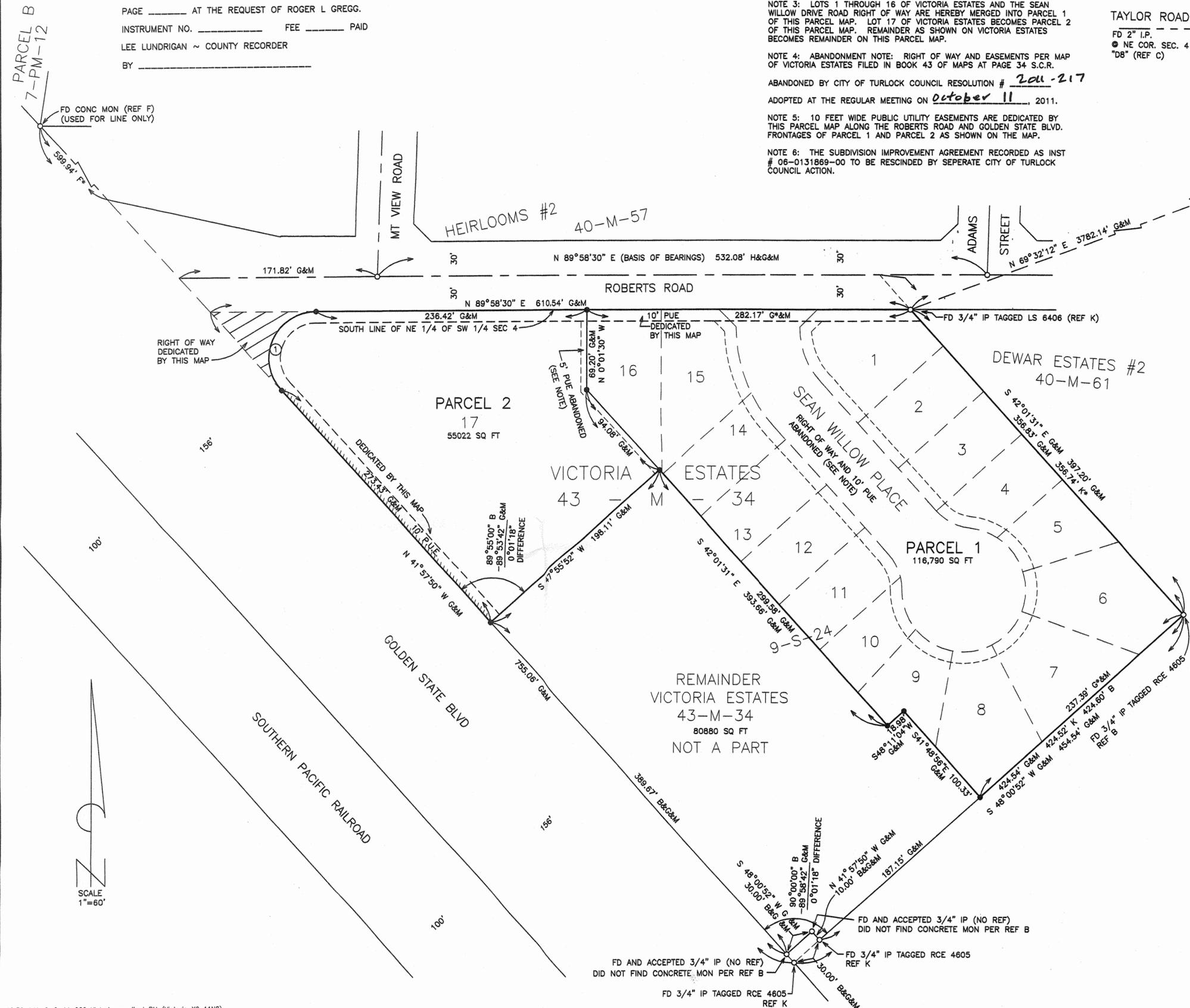
BASIS OF BEARINGS

A BEARING OF NORTH 89°58'30" EAST ALONG THE CENTERLINE OF ROBERTS ROAD AS SHOWN ON THE MAP OF HEIRLOOMS #2, FILED IN VOLUME 40 OF MAPS AT PAGE 57, STANISLAUS COUNTY RECORDS WAS USED AS THE BASIS OF THE BEARINGS SHOWN ON THIS MAP.



LEGEND

- = FOUND 3/4" IP TAGGED RCE 13693 (REF G) U.O.N.
- = SET 3/4" IP TAGGED RCE 13693 U.O.N.
- M = MEASURED ON THIS SURVEY
- G = VICTORIA ESTATES 43-M-34 S.C.R.
- H = HEIRLOOMS #2 40-M-57 S.C.R.
- B = 9-S-24 S.C.R.
- C = 20-S-56 S.C.R.
- K = 23-S-92 S.C.R.
- F = 7-PM-12 S.C.R.
- S.C.R. = STANISLAUS COUNTY RECORDS
- U.O.N. = UNLESS OTHERWISE NOTED
- P.U.E. = PUBLIC UTILITY & PLANTING EASEMENT
- * = CALCULATED FROM REFERENCE UNDER ASTERISK
- ① = CURVE NUMBER
- = CENTERLINE
- //// = ACCESS RIGHTS RELINQUISHED



THE PURPOSE OF THIS MAP IS TO RE-SUBDIVIDE LOTS 1-17 OF THE MAP OF:

VICTORIA ESTATES
 RECORDED IN VOLUME 43 OF MAPS, AT PAGE 34, STANISLAUS COUNTY RECORDS INTO PARCEL 1 AND PARCEL 2
PARCEL MAP
 NO. 11-05

A SUBDIVISION OF A PORTION OF THE SW 1/4 OF SECTION 4, T. 5 S., R. 10 E., M.D.M. TURLOCK CALIFORNIA

ROGER L GREGG ~ CIVIL ENGINEER
 628 CRANE AVENUE TURLOCK CALIFORNIA
 SHEET 2 OF 2 SHEETS



Draft Memorandum

Date: June 28, 2023

To: Matt Rodgers, Benchmark Engineering, Inc.
Ramson Piro, Ramson Piro Homes, Inc.

From: Ian Barnes, PE, and Kayla Gonzalez, Fehr & Peers

Subject: Golden State Boulevard Driveway Review

WC23-3985.01

This technical memorandum presents Fehr & Peers's review of the proposed right-in/right-out driveway for the proposed commercial development (Project) at the southeast corner of the Golden State Boulevard/Roberts Road intersection in Turlock, California. Given the site's proximity to the Roberts Road intersection and high speeds along Golden State Boulevard, an evaluation to determine if the proposed driveway configuration along Golden State Boulevard was required by the City. The following memorandum provides a Project overview, the expected Project travel characteristics, and the evaluation of the proposed right-in/right-out driveway along Golden State Boulevard.

Project Description

The Project is located on a currently vacant lot at the southeast corner of Golden State Boulevard/Roberts Road. The Project as proposed includes development of 7,600 square feet of commercial/retail uses and 5,630 square feet of fast-food restaurant uses. The Project site location is shown on **Figure 1** (all figures are provided at the end of this memorandum).

Access to the site would be provided via two proposed driveways, one along Roberts Road and the other along Golden State Boulevard; the Roberts Road driveway will be full access, and the Golden State Boulevard driveway is proposed to be right-in/right-out only. A right turn-only lane serving vehicles turning from northbound Golden State Boulevard onto eastbound Roberts Road is also proposed on the frontage of the Project. A conceptual site plan is presented on **Figure 2**.

Existing Intersection Volumes and Lane Configurations

The operations of the driveways are evaluated for the highest one-hour volume during weekday morning (7:00 to 9:00 AM) and weekday afternoon (4:00 to 6:00 PM) periods. Existing peak period



intersection counts were conducted at Roberts Road/Golden State Boulevard in April 2023 on a clear day with area schools in-session. The highest 60-minute volume at this intersection was used in the analysis, with intersection volumes balanced based on the higher volume (where appropriate). These counts formed the basis of the Existing Conditions intersection operations analysis for the Project’s driveways. A summary of count data for this study can be found in **Appendix A**.

Figure 3 presents the existing weekday morning (AM) and evening (PM) peak hour turning movement volumes, lane configurations, and traffic control devices at the driveways in the Existing Conditions.

Project Travel Characteristics

The following subsections outline the travel characteristics of the proposed project.

Trip Generation

Trip generation refers to the process of estimating the amount of vehicular traffic a project would add to the surrounding roadway system. Estimates are typically created for the weekday 24-hour daily period and for the peak one-hour period during the weekday morning and weekday evening commute periods when traffic volumes on the adjacent streets are typically the highest. Project trip generation was estimated using published rates from the Institute of Traffic Engineers (ITE) *Trip Generation Manual, 11th Edition*.

Trip generation estimates for the proposed Project are presented in **Table 1**. The project is expected to generate approximately 3,183 daily vehicle trips, including 277 morning peak hour trips and 251 evening peak hour trips. This includes the trip generating potential of both the commercial/retail building and the fast-food restaurant.

Table 1: Project Trip Generation Estimates

Land Use	Quantity ¹	Weekday						
		Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Commercial/Retail ²	7,600 ksf	551	15	10	25	32	33	65
Fast-Food Restaurant ³	5,630 ksf	2,632	129	123	252	96	90	186
<i>Total New Vehicle Trips</i>		3,183	144	133	277	128	123	251

Notes:

- 1 ksf = 1,000 square feet gross leasable area.
 - Strip Retail Plaza (<40ksf), Land Use Code 822, ITE, *Trip Generation Manual, 11th Edition*.
 - Fast-Food Restaurant with Drive-Through Window, Land Use Code 934, ITE, *Trip Generation Manual, 11th Edition*.
- Source: Fehr & Peers, 2023.



Project Trip Distribution & Assignment

The trip distribution and assignment processes are used to estimate how the trips generated by a project would be distributed across the study area and assigned to the roadway network. The geographical distribution of trips generated by the project is based on the locations of complementary land uses, the street system serving the project, and existing travel patterns in the area; data from the StanCOG travel demand model was also used to provide input into the trip distribution process. **Figure 4** presents the resulting trip distribution. Based on the configuration of the roadway network, the project trips were assigned (at an intersection turning movement level) to the roadway system, which is presented in **Figure 5**.

Existing with Project Traffic Volumes

Existing with Project Conditions peak hour intersection turning movements volumes are shown on **Figure 6**. These volumes were derived by adding the project trip assignment (presented on **Figure 5**) to the Existing Conditions volumes (presented on **Figure 3**).

Cumulative Year (2043) Conditions

The Cumulative condition represents conditions at the buildout of the City's General Plan and other regional planning documents such as Plan Bay Area. To evaluate the potential impact of traffic generated by the proposed project on the surrounding street system, volume estimates representing Cumulative without Project Conditions were prepared. Traffic conditions without the project under this future scenario reflect traffic increases due to nearby and regional development along with background roadway network changes and street improvements. The forecasted Cumulative without Project Conditions traffic volumes were then used as the baseline to identify the project's effects on the operations of the circulation system.

Cumulative Conditions Traffic Volumes

Traffic volumes for Cumulative Conditions are comprised of Existing Conditions volumes plus traffic generated by anticipated local and regional land use growth. The StanCOG travel demand model incorporates most arterial and collector roadways throughout the City of Turlock and is generally a reasonable tool for use in the analysis of City arterials (such as Golden State Boulevard) and other major collector roadways.

After reviewing the structure of the model traffic analysis zone (TAZ) system and roadway network detail in and around the project site and study intersections, it was determined that the StanCOG travel demand model would be a suitable tool for the estimation of future year demand volumes.

The following presents the specific steps used to develop Year 2043 forecasts from the model:



- **Step 1** – Run the Base Year (2019) model to estimate AM and PM peak hour traffic volumes.
- **Step 2** – Run the Year 2046 model to estimate AM and PM peak hour traffic volumes.
- **Step 3** – Compare total entering volumes at study intersections to develop growth rates.
- **Step 4** – Check for reasonableness (e.g., ensure that volumes do not drop below Existing levels, or grow exponentially unless there is a specific reason).

The above process relies on the Base Year 2019 model for the estimation of traffic volume growth. It was reasoned that the Base Year 2019 model would be suitable for forecasting as it would represent traffic volume conditions before the effects of the COVID-19 pandemic and thus would not be affected by suppressed travel conditions resulting from the pandemic.

The comparison of total intersection entering volumes at the Roberts Road/Golden State Boulevard intersection between the Year 2046 and Year 2019 model runs indicated a maximum AM or PM peak hour growth rate of about 2.6% per year and 1.0% per year, respectively. These values appear to be reasonable given the area surrounding the project study area. These growth rates were applied to their respective Existing Conditions volumes to arrive at Cumulative without Project volumes (Year 2043).

The Cumulative Conditions intersection turning movement forecasts are presented in **Figure 7**.

Cumulative with Project Traffic Volumes

Net new trips from the proposed project were added to the Cumulative without Project Conditions traffic projections to develop traffic volumes for Cumulative with Project Conditions. The resulting volumes are shown on **Figure 8**.

Golden State Boulevard Driveway Evaluation

This section includes the analysis of the configuration of the proposed right-in/right-out driveway on Golden State Boulevard. The analysis includes an assessment of potential operations associated with ingress/egress from the Project site and interaction with non-Project traffic on Golden State Boulevard.

Vehicular Site Access

The posted speed limit along Golden State Boulevard is 50 miles per hour in the vicinity of the Project site. According to Table 201.1 of the Caltrans *Highway Design Manual*, the stopping sight distance at 50 miles per hour is 430 feet. The observed sight distance along northbound Golden State Boulevard appears to be in excess of 430 feet, indicating that the stopping sight distance should be adequate. Additionally, per Table 405.1A of the Caltrans *Highway Design Manual*, the



corner sight distance at 50 miles per hour is approximately 480 feet for right-turning passenger vehicles. Based on the latest Project site plans, the driveway along Golden State Boulevard meets the minimum required corner sight distance for right-turning passenger vehicles.

It is recommended that the final site plan for the Project should be analyzed by the Project's Civil Engineer to ensure that adequate sight distance is maintained at all driveways. No objects (landscaping, monument signs, etc.) greater than three feet in height should be allowed within the sight distance triangles at driveway intersections. A review of available speed survey information from the City is also recommended for further adjustments to the required sight distance.

Proposed Lane Configuration

The driveway along Golden State Boulevard is presumed to be side-street stop-controlled with a right-in/right-out configuration. Currently, northbound Golden State Boulevard at Roberts Road consists of one through lane and one through-right turn shared lane; the northbound carriageway is separated from the southbound carriageway by a raised median. The Project proposes to modify northbound Golden State Boulevard at Roberts Road to include two through lanes and one right turn-only lane. This new right turn-only lane is proposed to begin before the project driveway along Golden State Boulevard.

The posted speed limit on Golden State Boulevard is 50 miles per hour, with some vehicles traveling in excess of the posted speed limit. Due to high speeds on Golden State Boulevard and the proposed driveway's proximity to the Roberts Road intersection, Fehr & Peers recommends modifying the proposed driveway and turn lane configuration. It is recommended to keep the existing lane configuration and right edge line (white stripe) on Golden State Boulevard approaching the driveway, with hatch striping on the shoulder between the proposed driveway and the existing driveway on the lot south of the Project site. Drivers entering the Project Driveway would use the shoulder to slow down out of the path of through traffic. After the driveway, Golden State Boulevard may be configured with two through lanes and one right turning lane with a striped buffer extending from the island on Roberts Road south to the proposed driveway along Golden State Boulevard, as shown on **Figure 9**.

Overall, the Golden State Boulevard driveway is anticipated to have lower volumes than the driveway along Roberts Road. With the right-in/right-out configuration, the driveway along Golden State Boulevard is expected to operate acceptably under Existing plus Project and 20-year Cumulative with Project conditions.

Summary of Findings

The proposed driveway with a right-in/right-out configuration along Golden State Boulevard was found to operate acceptably and provides adequate vehicular access to the site to support the



proposed use. Golden State Boulevard approaching the proposed driveway should maintain its existing lane configuration but may change to two through lanes and a right turning lane leading to Roberts Road north of the proposed driveway.

Attachments:

- Figure 1 Project Site Vicinity Map
- Figure 2 Conceptual Project Site Plan
- Figure 3 Existing Conditions Peak Hour Intersection Traffic Volumes, Lane Configurations, and Traffic Controls
- Figure 4 Project Trip Distribution
- Figure 5 Project Trip Assignment
- Figure 6 Existing with Project Conditions Peak Hour Intersection Traffic Volumes, Lane Configurations, and Traffic Controls
- Figure 7 Cumulative without Project Conditions Peak Hour Intersection Traffic Volumes, Lane Configurations, and Traffic Controls
- Figure 8 Cumulative with Project Conditions Peak Hour Intersection Traffic Volumes, Lane Configurations, and Traffic Controls
- Figure 9 Lane Configuration Recommendations

Appendix A: Traffic Counts Data

National Data & Surveying Services Intersection Turning Movement Count

Location: N Golden State Blvd & Roberts Rd
City: Turlock
Control: 1-Way Yield (WB)

Project ID: 23-090049-001
Date: 4/27/2023

Data - Total

NS/EW Streets:	N Golden State Blvd				N Golden State Blvd				Roberts Rd				Roberts Rd				TOTAL
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
AM	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	
7:00 AM	0	37	22	0	0	87	0	0	0	0	0	0	0	0	8	0	154
7:15 AM	0	57	31	0	0	91	0	0	0	0	0	0	0	0	19	0	198
7:30 AM	0	80	42	0	0	142	0	0	0	0	0	0	0	0	16	0	280
7:45 AM	0	128	77	0	0	160	0	0	0	0	0	0	0	0	17	0	382
8:00 AM	0	97	108	0	0	171	0	0	0	0	0	0	0	0	18	0	394
8:15 AM	0	79	95	0	0	223	0	0	0	0	0	0	0	0	11	0	408
8:30 AM	0	68	29	0	0	151	0	0	0	0	0	0	0	0	10	0	258
8:45 AM	0	53	20	0	0	107	0	0	0	0	0	0	0	0	12	0	192
TOTAL VOLUMES :	0	599	424	0	0	1132	0	0	0	0	0	0	0	0	111	0	2266
APPROACH %'s :	0.00%	58.55%	41.45%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	
PEAK HR :	07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :	0	384	322	0	0	696	0	0	0	0	0	0	0	0	62	0	1464
PEAK HR FACTOR :	0.000	0.750	0.745	0.000	0.000	0.780	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.861	0.000	0.897
	0.861				0.780								0.861				
PM	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	
4:00 PM	0	79	40	0	0	165	0	0	0	0	0	0	0	0	11	0	295
4:15 PM	0	95	47	0	0	193	0	0	0	0	0	0	0	0	8	0	343
4:30 PM	0	83	40	0	0	173	0	0	0	0	0	0	0	0	4	0	300
4:45 PM	0	79	62	0	0	196	0	0	0	0	0	0	0	0	8	0	345
5:00 PM	0	117	56	0	0	184	0	0	0	0	0	0	0	0	8	0	365
5:15 PM	0	105	83	0	0	188	0	0	0	0	0	0	0	0	6	0	382
5:30 PM	0	85	62	0	0	172	0	0	0	0	0	0	0	0	9	0	328
5:45 PM	0	71	61	0	0	187	0	0	0	0	0	0	0	0	5	0	324
TOTAL VOLUMES :	0	714	451	0	0	1458	0	0	0	0	0	0	0	0	59	0	2682
APPROACH %'s :	0.00%	61.29%	38.71%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	0	386	263	0	0	740	0	0	0	0	0	0	0	0	31	0	1420
PEAK HR FACTOR :	0.000	0.825	0.792	0.000	0.000	0.944	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.861	0.000	0.929
	0.863				0.944								0.861				

City Council Staff Report

March 26, 2024



From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Approve Measure A Annual Accountability Report for the Fiscal Year 2022-2023

2. SYNOPSIS:

Pursuant to Turlock Municipal Code (TMC) 3-11-15 (c) The Citizens' Oversight Committee shall issue an annual report on their findings to the City Council and to the citizens of Turlock. The Citizens' Oversight Committee annual report is subject to review and approval of the City Council.

3. DISCUSSION OF ISSUE:

Measure A general sales tax adoption requires a Citizens' Oversight Committee to review all revenues and expenditures allocated to these funds. This Committee shall meet on a quarterly basis per fiscal year with specific meeting dates to be determined by Committee members. The Finance Department will provide a summary and accounting records within these meetings plus an annual accountability report for review and approval. At the January 16, 2024 meeting, the Committee reviewed and approved unanimously the Annual Accountability Report.

Per TMC 3-11-15 this report shall be presented to Council for review and approval. This report is included as Attachment A.

The Citizens' Oversight Committee recommends approval of this annual report and has no findings.

4. BASIS FOR RECOMMENDATION:

Pursuant to Turlock Municipal Code (TMC) 3-11-15 (c) The Citizens' Oversight Committee shall issue an annual report on their findings to the City Council and to the citizens of Turlock. The Citizens' Oversight Committee annual report is subject to review and approval of the City Council.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. STAFF RECOMMENDATION:

Recommend approval of the Measure A annual report

7. CITY MANAGER'S COMMENTS:

Recommend approval

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council could reject the Annual Accountability Report. This is not recommended due to the unanimous approval by the Citizens' Oversight Committee.

10. ATTACHMENTS:

A. Fiscal Year 2022-2023 Measure A Annual Accountability Report

MEASURE A (Roads) - Annual Accountability Report

Prepared: 1/11/24
 Fund: 115-Measure A Roads
 FISCAL YEAR: 2022-2023
 Period: 07/01/2022-06/30/2023

	2022-2023 Amended Budget	2022-2023 Actual to Date	2022-2023 Remaining Budget	% of Budget Received/ Expended
Revenues	\$ 7,175,097	\$ 7,623,621.75	\$ (448,525)	106%
Expenditures				
Contract Attorney	\$ 35,000	\$ 5,647.50	\$ 29,353	16%
Contract Services General	\$ -	\$ 4,500.00		
City Engineering Services	\$ 320,000	\$ 312,345.25	\$ 7,655	98%
Road Program MBI	\$ 85,000	\$ 92,830.49	\$ (7,830)	109%
Construction Management	\$ 395,000	\$ 385,247.92	\$ 9,752	98%
Design MBI	\$ 690,000	\$ 710,481.36	\$ (20,481)	103%
Construction Project	\$ 11,500,000	\$ 1,459,252.51	\$ 10,040,747	13%
Total Expenditures	\$ 13,025,000.00	\$ 2,970,305.03	\$ 10,059,195	23%
Revenue Over / (Under) Expenses	\$ (5,849,903)	\$ 4,653,316.72		
FUND BALANCE				
Balance Forward from Prior Fiscal Year		\$ 6,672,634.98		
Net Change to Fund Balance		\$ 4,653,316.72		
Current Balance		\$ 11,325,951.70		

Construction Projects Allocation	2022-2023 Actual to Date
----------------------------------	--------------------------

P#22001-Projects for 2022 Roads Program	\$ 1,459,252.51
	<u>\$ 1,459,252.51</u>



Budget Performance Report

Fiscal Year to Date 06/30/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 115 - Measure A - Roads										
REVENUE										
Department 10 - Administration										
Division 115 - Measure A										
30020	Sales Tax									
30020_004	Sales Tax Measure A (50%)	7,175,097.00	.00	7,175,097.00	1,864,692.77	.00	7,623,621.75	(448,524.75)	106	.00
30020 - Sales Tax Totals		\$7,175,097.00	\$0.00	\$7,175,097.00	\$1,864,692.77	\$0.00	\$7,623,621.75	(\$448,524.75)	106%	\$0.00
38002	Transfers In-Measure A									
38002_002	Transfers In-Measure A Road Program	.00	.00	.00	.00	.00	.00	.00	+++	7,583,056.66
38002 - Transfers In-Measure A Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$7,583,056.66
Division 115 - Measure A Totals		\$7,175,097.00	\$0.00	\$7,175,097.00	\$1,864,692.77	\$0.00	\$7,623,621.75	(\$448,524.75)	106%	\$7,583,056.66
Department 10 - Administration Totals		\$7,175,097.00	\$0.00	\$7,175,097.00	\$1,864,692.77	\$0.00	\$7,623,621.75	(\$448,524.75)	106%	\$7,583,056.66
REVENUE TOTALS		\$7,175,097.00	\$0.00	\$7,175,097.00	\$1,864,692.77	\$0.00	\$7,623,621.75	(\$448,524.75)	106%	\$7,583,056.66
EXPENSE										
Department 10 - Administration										
Division 115 - Measure A										
43010	Contract Attorney	.00	35,000.00	35,000.00	2,052.50	.00	5,647.50	29,352.50	16	17,362.00
43030	City Engineering Services	500,000.00	(180,000.00)	320,000.00	30,142.63	.00	312,345.25	7,654.75	98	9,432.55
43060	Contract Services									
43060_000	Contract Services General	.00	.00	.00	4,500.00	.00	4,500.00	(4,500.00)	+++	.00
43060 - Contract Services Totals		\$0.00	\$0.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	(\$4,500.00)	+++	\$0.00
43275	Roads Program									
43275_001	Roads Program MBI	85,000.00	.00	85,000.00	.00	.00	92,830.49	(7,830.49)	109	845,302.54
43275 - Roads Program Totals		\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$92,830.49	(\$7,830.49)	109%	\$845,302.54
43327	Construction Management	500,000.00	(105,000.00)	395,000.00	72,668.02	.00	385,247.92	9,752.08	98	33,066.22
43366	Design									
43366_001	Design Roads	440,000.00	250,000.00	690,000.00	119,288.05	.00	710,481.36	(20,481.36)	103	1,294,989.31
43366 - Design Totals		\$440,000.00	\$250,000.00	\$690,000.00	\$119,288.05	\$0.00	\$710,481.36	(\$20,481.36)	103%	\$1,294,989.31
48002	Transfers Out-Measure A									
48002_002	Transfers Out-Measure A Road Program	.00	.00	.00	.00	.00	.00	.00	+++	322,572.00
48002 - Transfers Out-Measure A Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$322,572.00
51270	Construction Project	11,500,000.00	.00	11,500,000.00	420,964.51	.00	1,459,252.51	10,040,747.49	13	.00
Division 115 - Measure A Totals		\$13,025,000.00	\$0.00	\$13,025,000.00	\$649,615.71	\$0.00	\$2,970,305.03	\$10,054,694.97	23%	\$2,522,724.62
Department 10 - Administration Totals		\$13,025,000.00	\$0.00	\$13,025,000.00	\$649,615.71	\$0.00	\$2,970,305.03	\$10,054,694.97	23%	\$2,522,724.62
EXPENSE TOTALS		\$13,025,000.00	\$0.00	\$13,025,000.00	\$649,615.71	\$0.00	\$2,970,305.03	\$10,054,694.97	23%	\$2,522,724.62
Fund 115 - Measure A - Roads Totals										
REVENUE TOTALS		7,175,097.00	.00	7,175,097.00	1,864,692.77	.00	7,623,621.75	(448,524.75)	106%	7,583,056.66
EXPENSE TOTALS		13,025,000.00	.00	13,025,000.00	649,615.71	.00	2,970,305.03	10,054,694.97	23%	2,522,724.62
Fund 115 - Measure A - Roads Totals		(\$5,849,903.00)	\$0.00	(\$5,849,903.00)	\$1,215,077.06	\$0.00	\$4,653,316.72	(\$10,503,219.72)		\$5,060,332.04



Budget Performance Report

Fiscal Year to Date 06/30/23

Include Rollup Account and Rollup to Object

Grand Totals										
REVENUE TOTALS	7,175,097.00	.00	7,175,097.00	1,864,692.77	.00	7,623,621.75	(448,524.75)	106%	7,583,056.66	
EXPENSE TOTALS	13,025,000.00	.00	13,025,000.00	649,615.71	.00	2,970,305.03	10,054,694.97	23%	2,522,724.62	
Grand Totals	(\$5,849,903.00)	\$0.00	(\$5,849,903.00)	\$1,215,077.06	\$0.00	\$4,653,316.72	(\$10,503,219.72)		\$5,060,332.04	



Balance Sheet

Through 06/30/23

Detail Listing

Include Rollup Account/Rollup to Object

Account	Account Description	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category General Fund					
Fund Type					
Fund 115 - Measure A - Roads					
ASSETS					
11000	Cash	10,446,235.84	7,876,321.00	2,569,914.84	32.63
13000	Accounts Receivable				
13000_007	Accounts Receivable Accts Rec-Yr End Rev Accrual	1,298,263.08	.00	1,298,263.08	+++
13000 - Accounts Receivable Totals		\$1,298,263.08	\$0.00	\$1,298,263.08	+++
ASSETS TOTALS		\$11,744,498.92	\$7,876,321.00	\$3,868,177.92	49.11%
LIABILITIES AND FUND EQUITY					
LIABILITIES					
21000	Accounts Payable	418,547.22	1,203,686.02	(785,138.80)	(65.23)
LIABILITIES TOTALS		\$418,547.22	\$1,203,686.02	(\$785,138.80)	(65.23%)
FUND EQUITY					
29000	Fund Balance - General Fund	6,672,634.98	6,672,634.98	.00	.00
FUND EQUITY TOTALS Prior to Current Year Changes		\$6,672,634.98	\$6,672,634.98	\$0.00	0.00%
	Prior Year Fund Equity Adjustment	.00			
	Fund Revenues	(7,623,621.75)			
	Fund Expenses	2,970,305.03			
FUND EQUITY TOTALS		\$11,325,951.70	\$6,672,634.98	\$4,653,316.72	69.74%
LIABILITIES AND FUND EQUITY TOTALS		\$11,744,498.92	\$7,876,321.00	\$3,868,177.92	49.11%
Fund 115 - Measure A - Roads Totals		\$0.00	\$0.00	\$0.00	+++

MEASURE A (General) - Annual Accountability Report

Prepared: 1/11/24
Fund: 118-Measure A General
FISCAL YEAR: 2022-2023
Period: 07/01/2022-06/30/2023

	2022-2023 Amended Budget	2022-2023 Actual to Date	2022-2023 Remaining Budget	% of Budget Received/ Expended
Revenues				
Revenues	\$ 7,175,097	\$ 7,623,921.74	\$ (448,825)	106%
Expenditures				
<u>Services, Supplies and Equipment:</u>				
Contract Services Mental Wellbeing	\$ 209,000	\$ 255,200.00	\$ (46,200)	122%
Supplies General	\$ 30,000	\$ 29,100.00	\$ 900	97%
Sales Tax Contingency Audit	\$ 6,000	\$ 11,060.71	\$ (5,061)	184%
Police-Minor Equipment Safety	\$ 30,000	\$ 29,731.11	\$ 269	99%
Professional Services-Debt	\$ -	\$ 300.00	\$ (300)	#DIV/0!
Roof Replacement	\$ -	\$ 113,466.58	\$ (113,467)	#DIV/0!
Pierce Volcity Pumper Debt Payment	\$ 151,414	\$ 151,413.84	\$ 0	100%
<u>Salaries & Benefits:</u>				
Police Salaries & Benefits - Special Operations	\$ 404,058	\$ 297,621.17	\$ 106,437	74%
Police Salaries & Benefits - Field Operations	\$ 584,199	\$ 549,767.52	\$ 34,431	94%
Police Salaries & Benefits - Code Enforcement	\$ 712,947	\$ 514,848.18	\$ 198,099	72%
Fire Salaries & Benefits - Operations	\$ 1,162,732	\$ 1,164,561.06	\$ (1,829)	100%
Parks Salaries & Benefits - Maintenance	\$ 92,079	\$ 53,283.35	\$ 38,796	58%
Parks Salaries & Benefits - Recreation Administration	\$ -	\$ (46,472.56)	\$ 46,473	#DIV/0!
<u>Transfers Out:</u>				
Transfers Out - General Fund Unassigned Reserve (10% of actuals)	\$ 1,435,019	\$ 1,524,724.36	\$ (89,705)	106%
Transfers Out - Fire Feasibility Study	\$ -	\$ 3,163.53	\$ (3,164)	#DIV/0!
Transfers Out - General Plan	\$ 250,000	\$ 250,000.00	\$ -	100%
Transfers Out - Measure A Admin/Other GF Salaries	\$ 915,371	\$ 776,005.89	\$ 139,365	85%
Transfers Out - Vehicle & Equipment Police Operations	\$ 225,000	\$ 225,000.00	\$ -	100%
Transfers Out - Vehicle & Equipment Fire Operations	\$ 2,354,831	\$ 2,354,831.00	\$ -	100%
Transfers Out - Public Facilities Salaries and Benefits	\$ 83,358	\$ 60,556.03	\$ 22,802	73%
Transfers Out - Parks Salaries and Benefits	\$ 112,773	\$ 83,097.13	\$ 29,676	74%
Transfers Out - Measure A to General Fund	\$ 558,852	\$ -	\$ 558,852	0%
Transfers Out - Recreation Admin Salaries and Benefits	\$ 360,370	\$ 318,234.99	\$ 42,135	88%
Transfers Out - Recreation Sports Salaries and Benefits	\$ 144,032	\$ -	\$ 144,032	0%
Total Expenditures	\$ 9,822,035	\$ 8,719,493.89	\$ 1,266,399	89%
Revenue Over / (Under) Expenses	\$ (2,646,938)	\$ (1,095,572.15)		
FUND BALANCE				
Balance Forward from Prior Fiscal Year		\$ 7,823,566.20		
Net Change to Fund Balance		\$ (1,095,572.15)		
Current Balance		\$ 6,727,994.05		



Budget Performance Report

Fiscal Year to Date 06/30/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
REVENUE										
Department 10 - Administration										
Division 115 - Measure A										
30020	Sales Tax									
30020_004	Sales Tax Measure A (50%)	7,175,097.00	.00	7,175,097.00	1,864,692.76	.00	7,623,621.74	(448,524.74)	106	15,166,113.29
	30020 - Sales Tax Totals	\$7,175,097.00	\$0.00	\$7,175,097.00	\$1,864,692.76	\$0.00	\$7,623,621.74	(\$448,524.74)	106%	\$15,166,113.29
37010	Miscellaneous									
37010_000	Miscellaneous General	.00	.00	.00	.00	.00	300.00	(300.00)	+++	.00
	37010 - Miscellaneous Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	(\$300.00)	+++	\$0.00
	Division 115 - Measure A Totals	\$7,175,097.00	\$0.00	\$7,175,097.00	\$1,864,692.76	\$0.00	\$7,623,921.74	(\$448,824.74)	106%	\$15,166,113.29
	Department 10 - Administration Totals	\$7,175,097.00	\$0.00	\$7,175,097.00	\$1,864,692.76	\$0.00	\$7,623,921.74	(\$448,824.74)	106%	\$15,166,113.29
Department 30 - Fire										
Division 300 - Operations										
37800	Long Term Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	1,755,110.30
	Division 300 - Operations Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,755,110.30
	Department 30 - Fire Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,755,110.30
	REVENUE TOTALS	\$7,175,097.00	\$0.00	\$7,175,097.00	\$1,864,692.76	\$0.00	\$7,623,921.74	(\$448,824.74)	106%	\$16,921,223.59
EXPENSE										
Department 10 - Administration										
Division 115 - Measure A										
43060	Contract Services									
43060_046	Contract Services Mental Wellbeing	209,000.00	.00	209,000.00	22,250.00	.00	255,200.00	(46,200.00)	122	91,099.00
	43060 - Contract Services Totals	\$209,000.00	\$0.00	\$209,000.00	\$22,250.00	\$0.00	\$255,200.00	(\$46,200.00)	122%	\$91,099.00
43106	Administrative Support	.00	.00	.00	.00	.00	.00	.00	+++	2,768.38
44001	Supplies									
44001_000	Supplies General	.00	30,000.00	30,000.00	.00	.00	29,100.00	900.00	97	62.50
	44001 - Supplies Totals	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$29,100.00	\$900.00	97%	\$62.50
47005	Advertising	.00	.00	.00	.00	.00	.00	.00	+++	150.00
47304	Sales Tax Contingency Audit	6,000.00	.00	6,000.00	.00	.00	11,060.71	(5,060.71)	184	43,894.72
48002	Transfers Out-Measure A									
48002_001	Transfers Out-Measure A To F110Unassigned Gen Fd Reserve	1,435,019.00	.00	1,435,019.00	372,938.55	.00	1,524,724.36	(89,705.36)	106	1,516,611.33
48002_002	Transfers Out-Measure A Road Program	.00	.00	.00	.00	.00	.00	.00	+++	7,583,056.66
48002_003	Transfers Out-Measure A Police Training	.00	.00	.00	.00	.00	.00	.00	+++	58,860.00
48002_004	Transfers Out-Measure A Fire Feasibility Study	.00	.00	.00	.00	.00	3,163.53	(3,163.53)	+++	76,071.47
48002_005	Transfers Out-Measure A Fire Salaries & Benefits	.00	.00	.00	.00	.00	.00	.00	+++	327,674.88
48002_006	Transfers Out-Measure A Fire Outside Contractor Labor	.00	.00	.00	.00	.00	.00	.00	+++	20,000.00
48002_007	Transfers Out-Measure A Public Facilities Sal & Ben	.00	.00	.00	.00	.00	.00	.00	+++	29,173.09
48002_008	Transfers Out-Measure A Start Up Veh/Eq Fire Prev Insp	.00	.00	.00	.00	.00	.00	.00	+++	40,000.00



Budget Performance Report

Fiscal Year to Date 06/30/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 10 - Administration										
Division 115 - Measure A										
48002 Transfers Out-Measure A										
48002_009	Transfers Out-Measure A Genl Plan Implementation&Growth	250,000.00	.00	250,000.00	.00	.00	250,000.00	.00	100	250,000.00
48002_010	Transfers Out-Measure A Police Services Salaries & Ben	.00	.00	.00	.00	.00	.00	.00	+++	153,645.00
48002_012	Transfers Out-Measure A Admin/Other GF Salaries/Benefits	915,371.00	.00	915,371.00	93,820.61	.00	776,005.89	139,365.11	85	.00
48002_014	Transfers Out-Measure A to General Fund	558,852.00	.00	558,852.00	.00	.00	.00	558,852.00	0	.00
48002 - Transfers Out-Measure A Totals		\$3,159,242.00	\$0.00	\$3,159,242.00	\$466,759.16	\$0.00	\$2,553,893.78	\$605,348.22	81%	\$10,055,092.43
Division 115 - Measure A Totals		\$3,374,242.00	\$30,000.00	\$3,404,242.00	\$489,009.16	\$0.00	\$2,849,254.49	\$554,987.51	84%	\$10,193,067.03
Department 10 - Administration Totals		\$3,374,242.00	\$30,000.00	\$3,404,242.00	\$489,009.16	\$0.00	\$2,849,254.49	\$554,987.51	84%	\$10,193,067.03
Department 20 - Police										
Division 200 - Special Operations										
41001	Full Time Salaries	246,312.00	.00	246,312.00	20,848.00	.00	164,090.50	82,221.50	67	.00
41051	Confidential Pay	.00	.00	.00	299.96	.00	899.88	(899.88)	+++	.00
41052	Educational Incentive	.00	.00	.00	247.88	.00	2,850.62	(2,850.62)	+++	.00
41056	Management Leave Conversion	.00	.00	.00	.00	.00	2,287.99	(2,287.99)	+++	.00
41059	Continuous Service Pay	.00	.00	.00	148.72	.00	1,710.28	(1,710.28)	+++	.00
41100 Overtime										
41100_001	Overtime Standard	.00	.00	.00	872.13	.00	1,448.10	(1,448.10)	+++	.00
41100 - Overtime Totals		\$0.00	\$0.00	\$0.00	\$872.13	\$0.00	\$1,448.10	(\$1,448.10)	+++	\$0.00
42001	Uniform Allowance	3,390.00	.00	3,390.00	.00	.00	640.00	2,750.00	19	.00
42002	Medical Dental Plan	57,866.00	.00	57,866.00	4,561.62	.00	34,649.44	23,216.56	60	.00
42003	Vision Insurance	720.00	.00	720.00	33.04	.00	269.34	450.66	37	.00
42004	Long Term Disability Insurance	2,567.00	.00	2,567.00	217.26	.00	1,693.77	873.23	66	.00
42005	Life Insurance	805.00	.00	805.00	65.58	.00	516.43	288.57	64	.00
42006	SUI	714.00	.00	714.00	.00	.00	476.00	238.00	67	.00
42007	Workers Comp Insurance	667.00	.00	667.00	197.21	.00	822.51	(155.51)	123	.00
42008	City Liability Insurance	4,499.00	.00	4,499.00	399.23	.00	3,059.22	1,439.78	68	.00
42009	PERS	43,425.00	.00	43,425.00	3,618.32	.00	28,911.82	14,513.18	67	.00
42010	Medicare Tax	3,572.00	.00	3,572.00	318.93	.00	2,461.19	1,110.81	69	.00
42012	Retiree Health Insurance	4,926.00	.00	4,926.00	576.12	.00	4,602.15	323.85	93	.00
42013	Deferred Comp	1,232.00	.00	1,232.00	247.88	.00	2,850.62	(1,618.62)	231	.00
42014	Deferred Comp In Lieu	.00	.00	.00	475.00	.00	3,087.50	(3,087.50)	+++	.00
42016	Employee Contrib To PERS	(22,168.00)	.00	(22,168.00)	(1,947.49)	.00	(15,357.19)	(6,810.81)	69	.00
42019	PERS UAL (Unfunded Accrued Liability)	55,531.00	.00	55,531.00	4,623.00	.00	55,531.00	.00	100	.00
44030 Minor Equipment										
44030_001	Minor Equipment Safety	.00	30,000.00	30,000.00	16,908.51	.00	29,731.11	268.89	99	.00



Budget Performance Report

Fiscal Year to Date 06/30/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 20 - Police										
Division 200 - Special Operations										
44030 - Minor Equipment Totals		\$0.00	\$30,000.00	\$30,000.00	\$16,908.51	\$0.00	\$29,731.11	\$268.89	99%	\$0.00
45001 Telephone										
45001_000 Telephone General		.00	.00	.00	60.00	.00	120.00	(120.00)	+++	.00
45001 - Telephone Totals		\$0.00	\$0.00	\$0.00	\$60.00	\$0.00	\$120.00	(\$120.00)	+++	\$0.00
Division 200 - Special Operations Totals		\$404,058.00	\$30,000.00	\$434,058.00	\$52,770.90	\$0.00	\$327,352.28	\$106,705.72	75%	\$0.00
Division 210 - Field Operations										
41001 Full Time Salaries		304,743.00	.00	304,743.00	39,884.50	.00	269,353.59	35,389.41	88	.00
41010 Police Special Pay										
41010_001 Police Special Pay Special Assignment		.00	.00	.00	190.12	.00	665.42	(665.42)	+++	.00
41010_002 Police Special Pay FTO		.00	.00	.00	187.12	.00	971.25	(971.25)	+++	.00
41010_006 Police Special Pay POST Officer Differential		3,127.00	.00	3,127.00	1,527.69	.00	9,146.37	(6,019.37)	292	.00
41010 - Police Special Pay Totals		\$3,127.00	\$0.00	\$3,127.00	\$1,904.93	\$0.00	\$10,783.04	(\$7,656.04)	345%	\$0.00
41050 Bilingual Pay		.00	.00	.00	428.40	.00	5,140.80	(5,140.80)	+++	.00
41052 Educational Incentive		.00	.00	.00	983.16	.00	7,738.31	(7,738.31)	+++	.00
41055 Vacation Conversion Pay		.00	.00	.00	1,311.64	.00	1,311.64	(1,311.64)	+++	.00
41059 Continuous Service Pay		.00	.00	.00	1,830.32	.00	14,875.65	(14,875.65)	+++	.00
41060 Signing Bonus		.00	50,000.00	50,000.00	.00	.00	.00	50,000.00	0	.00
41100 Overtime										
41100_001 Overtime Standard		.00	.00	.00	.00	.00	1,634.07	(1,634.07)	+++	.00
41100_025 Overtime Dispatchers		.00	.00	.00	.00	.00	6,004.87	(6,004.87)	+++	.00
41100_029 Overtime Billable		.00	.00	.00	.00	.00	150.37	(150.37)	+++	.00
41100 - Overtime Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,789.31	(\$7,789.31)	+++	\$0.00
42001 Uniform Allowance		5,230.00	.00	5,230.00	.00	.00	2,560.00	2,670.00	49	.00
42002 Medical Dental Plan		77,155.00	.00	77,155.00	9,720.20	.00	65,126.93	12,028.07	84	.00
42003 Vision Insurance		960.00	.00	960.00	82.12	.00	553.74	406.26	58	.00
42004 Long Term Disability Insurance		3,281.00	.00	3,281.00	373.68	.00	2,598.05	682.95	79	.00
42005 Life Insurance		1,030.00	.00	1,030.00	119.75	.00	841.91	188.09	82	.00
42006 SUI		952.00	.00	952.00	.00	.00	441.31	510.69	46	.00
42007 Workers Comp Insurance		6,142.00	.00	6,142.00	865.18	.00	5,003.11	1,138.89	81	.00
42008 City Liability Insurance		8,673.00	.00	8,673.00	1,326.38	.00	7,594.00	1,079.00	88	.00
42009 PERS		75,439.00	.00	75,439.00	11,458.28	.00	61,335.54	14,103.46	81	.00
42010 Medicare Tax		4,610.00	.00	4,610.00	634.48	.00	4,514.49	95.51	98	.00
42012 Retiree Health Insurance		12,633.00	.00	12,633.00	1,638.93	.00	11,700.99	932.01	93	.00
42013 Deferred Comp		3,127.00	.00	3,127.00	338.79	.00	1,343.85	1,783.15	43	.00
42016 Employee Contrib To PERS		(28,616.00)	.00	(28,616.00)	(4,082.15)	.00	(23,572.86)	(5,043.14)	82	.00
42019 PERS UAL (Unfunded Accrued Liability)		55,713.00	.00	55,713.00	7,726.00	.00	92,734.12	(37,021.12)	166	.00



Budget Performance Report

Fiscal Year to Date 06/30/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 20 - Police										
Division 210 - Field Operations										
48001	Transfers Out									
48001_090	Transfers Out Vehicle & Equip Replacement	.00	225,000.00	225,000.00	.00	.00	225,000.00	.00	100	.00
	48001 - Transfers Out Totals	\$0.00	\$225,000.00	\$225,000.00	\$0.00	\$0.00	\$225,000.00	\$0.00	100%	\$0.00
	Division 210 - Field Operations Totals	\$534,199.00	\$275,000.00	\$809,199.00	\$76,544.59	\$0.00	\$774,767.52	\$34,431.48	96%	\$0.00
Division 220 - Code Enforcement										
41001	Full Time Salaries	392,567.00	.00	392,567.00	23,945.00	.00	255,198.85	137,368.15	65	.00
41050	Bilingual Pay	.00	.00	.00	129.50	.00	1,551.40	(1,551.40)	+++	.00
41052	Educational Incentive	.00	.00	.00	390.00	.00	4,243.71	(4,243.71)	+++	.00
41053	Sick Leave Conversion Pay	.00	.00	.00	.00	.00	5,574.39	(5,574.39)	+++	.00
41055	Vacation Conversion Pay	.00	.00	.00	.00	.00	1,330.23	(1,330.23)	+++	.00
41059	Continuous Service Pay	.00	.00	.00	483.70	.00	5,426.70	(5,426.70)	+++	.00
41100	Overtime									
41100_001	Overtime Standard	.00	.00	.00	.00	.00	788.86	(788.86)	+++	.00
	41100 - Overtime Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$788.86	(\$788.86)	+++	\$0.00
42001	Uniform Allowance	9,030.00	.00	9,030.00	.00	.00	5,522.11	3,507.89	61	.00
42002	Medical Dental Plan	135,022.00	.00	135,022.00	7,817.00	.00	74,809.76	60,212.24	55	.00
42003	Vision Insurance	1,680.00	.00	1,680.00	94.24	.00	828.27	851.73	49	.00
42004	Long Term Disability Insurance	4,233.00	.00	4,233.00	249.54	.00	2,453.96	1,779.04	58	.00
42005	Life Insurance	1,328.00	.00	1,328.00	75.70	.00	744.25	583.75	56	.00
42006	SUI	1,666.00	.00	1,666.00	.00	.00	1,351.58	314.42	81	.00
42007	Workers Comp Insurance	9,555.00	.00	9,555.00	586.76	.00	6,528.18	3,026.82	68	.00
42008	City Liability Insurance	10,856.00	.00	10,856.00	539.79	.00	5,601.73	5,254.27	52	.00
42009	PERS	90,290.00	.00	90,290.00	4,298.94	.00	43,884.79	46,405.21	49	.00
42010	Medicare Tax	5,890.00	.00	5,890.00	353.97	.00	3,924.56	1,965.44	67	.00
42012	Retiree Health Insurance	11,600.00	.00	11,600.00	634.34	.00	6,726.38	4,873.62	58	.00
42013	Deferred Comp	1,382.00	.00	1,382.00	68.36	.00	787.11	594.89	57	.00
42014	Deferred Comp In Lieu	.00	.00	.00	950.00	.00	7,125.00	(7,125.00)	+++	.00
42016	Employee Contrib To PERS	(36,557.00)	.00	(36,557.00)	(2,274.16)	.00	(21,887.60)	(14,669.40)	60	.00
42019	PERS UAL (Unfunded Accrued Liability)	74,405.00	.00	74,405.00	9,291.00	.00	111,426.00	(37,021.00)	150	.00
49006	Salary Credits From Other Departments	.00	.00	.00	(6,106.44)	.00	(9,092.04)	9,092.04	+++	.00
	Division 220 - Code Enforcement Totals	\$712,947.00	\$0.00	\$712,947.00	\$41,527.24	\$0.00	\$514,848.18	\$198,098.82	72%	\$0.00
	Department 20 - Police Totals	\$1,651,204.00	\$305,000.00	\$1,956,204.00	\$170,842.73	\$0.00	\$1,616,967.98	\$339,236.02	83%	\$0.00
Department 30 - Fire										
Division 300 - Operations										
41001	Full Time Salaries	655,666.00	.00	655,666.00	56,748.00	.00	656,206.49	(540.49)	100	14,280.00
41020	Fire Special Pay									
41020_001	Fire Special Pay EMT Certificates	6,028.00	.00	6,028.00	839.80	.00	6,911.40	(883.40)	115	.00



Budget Performance Report

Fiscal Year to Date 06/30/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 30 - Fire										
Division 300 - Operations										
41020	Fire Special Pay									
41020_002	Fire Special Pay Fitness Incentive	8,400.00	.00	8,400.00	500.00	.00	5,100.00	3,300.00	61	.00
41020_003	Fire Special Pay FLSA Wages	12,306.00	.00	12,306.00	765.58	.00	10,707.94	1,598.06	87	.00
41020_004	Fire Special Pay PFP	.00	.00	.00	302.25	.00	8,739.30	(8,739.30)	+++	.00
41020_007	Fire Special Pay Management Certificate	3,014.00	.00	3,014.00	419.91	.00	3,455.71	(441.71)	115	.00
	41020 - Fire Special Pay Totals	\$29,748.00	\$0.00	\$29,748.00	\$2,827.54	\$0.00	\$34,914.35	(\$5,166.35)	117%	\$0.00
41050	Bilingual Pay	.00	.00	.00	.00	.00	1,600.00	(1,600.00)	+++	.00
41052	Educational Incentive	.00	.00	.00	200.00	.00	3,800.00	(3,800.00)	+++	300.00
41053	Sick Leave Conversion Pay	.00	.00	.00	60.59	.00	1,575.30	(1,575.30)	+++	.00
41055	Vacation Conversion Pay	.00	.00	.00	2,273.28	.00	4,978.77	(4,978.77)	+++	.00
41059	Continuous Service Pay	8,439.00	.00	8,439.00	1,418.36	.00	14,764.74	(6,325.74)	175	.00
41100	Overtime									
41100_001	Overtime Standard	.00	.00	.00	7,036.03	.00	7,036.03	(7,036.03)	+++	.00
41100_007	Overtime Department Business	.00	.00	.00	.00	.00	41.31	(41.31)	+++	.00
	41100 - Overtime Totals	\$0.00	\$0.00	\$0.00	\$7,036.03	\$0.00	\$7,077.34	(\$7,077.34)	+++	\$0.00
42001	Uniform Allowance	12,190.00	.00	12,190.00	.00	.00	9,960.00	2,230.00	82	.00
42002	Medical Dental Plan	167,899.00	.00	167,899.00	11,562.08	.00	150,367.12	17,531.88	90	4,465.00
42003	Vision Insurance	2,160.00	.00	2,160.00	82.66	.00	1,094.30	1,065.70	51	50.00
42004	Long Term Disability Insurance	7,149.00	.00	7,149.00	526.34	.00	6,752.62	396.38	94	148.80
42005	Life Insurance	2,243.00	.00	2,243.00	162.83	.00	2,049.16	193.84	91	44.90
42006	SUI	2,142.00	.00	2,142.00	.00	.00	2,115.19	26.81	99	.00
42007	Workers Comp Insurance	13,688.00	.00	13,688.00	1,317.61	.00	14,897.57	(1,209.57)	109	69.99
42008	City Liability Insurance	17,014.00	.00	17,014.00	1,543.84	.00	17,270.24	(256.24)	102	430.55
42009	PERS	188,913.00	.00	188,913.00	15,850.80	.00	167,433.12	21,479.88	89	5,257.73
42010	Medicare Tax	10,502.00	.00	10,502.00	999.20	.00	11,101.29	(599.29)	106	207.96
42012	Retiree Health Insurance	35,885.00	.00	35,885.00	2,469.98	.00	30,163.12	5,721.88	84	285.60
42013	Deferred Comp	5,345.00	.00	5,345.00	33.72	.00	338.19	5,006.81	6	71.40
42014	Deferred Comp In Lieu	5,700.00	.00	5,700.00	950.00	.00	11,400.00	(5,700.00)	200	.00
42016	Employee Contrib To PERS	(84,175.00)	.00	(84,175.00)	(6,650.42)	.00	(68,717.85)	(15,457.15)	82	.00
42019	PERS UAL (Unfunded Accrued Liability)	82,224.00	.00	82,224.00	6,910.00	.00	82,920.00	(696.00)	101	.00
43318	Professional Services-Debt	.00	.00	.00	300.00	.00	300.00	(300.00)	+++	.00
47065	Professional Development	.00	.00	.00	.00	.00	500.00	(500.00)	+++	.00
48001	Transfers Out									
48001_090	Transfers Out Vehicle & Equip Replacement	.00	2,354,831.00	2,354,831.00	.00	.00	2,354,831.00	.00	100	.00
	48001 - Transfers Out Totals	\$0.00	\$2,354,831.00	\$2,354,831.00	\$0.00	\$0.00	\$2,354,831.00	\$0.00	100%	\$0.00
48002	Transfers Out-Measure A									
48002_005	Transfers Out-Measure A Fire Salaries & Benefits	.00	.00	.00	.00	.00	.00	.00	+++	146,149.38



Budget Performance Report

Fiscal Year to Date 06/30/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 30 - Fire										
Division 300 - Operations										
48002 - Transfers Out-Measure A Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$146,149.38
51414	Roof Replacement	.00	211,713.00	211,713.00	102,123.89	.00	113,466.58	98,246.42	54	.00
53026 PNC Lease - Fire Trucks										
53026_001	PNC Lease - Fire Trucks Interest	59,849.00	.00	59,849.00	.00	.00	59,849.26	(.26)	100	.00
53026_002	PNC Lease - Fire Trucks Principal	91,565.00	.00	91,565.00	.00	.00	91,564.58	.42	100	.00
53026 - PNC Lease - Fire Trucks Totals		\$151,414.00	\$0.00	\$151,414.00	\$0.00	\$0.00	\$151,413.84	\$0.16	100%	\$0.00
Division 300 - Operations Totals		\$1,314,146.00	\$2,566,544.00	\$3,880,690.00	\$208,746.33	\$0.00	\$3,784,572.48	\$96,117.52	98%	\$171,761.31
Department 30 - Fire Totals		\$1,314,146.00	\$2,566,544.00	\$3,880,690.00	\$208,746.33	\$0.00	\$3,784,572.48	\$96,117.52	98%	\$171,761.31
Department 50 - Municipal Services										
Division 500 - Public Facilities										
48002 Transfers Out-Measure A										
48002_007	Transfers Out-Measure A Public Facilities Sal & Ben	83,358.00	.00	83,358.00	4,371.70	.00	60,556.03	22,801.97	73	.00
48002 - Transfers Out-Measure A Totals		\$83,358.00	\$0.00	\$83,358.00	\$4,371.70	\$0.00	\$60,556.03	\$22,801.97	73%	\$0.00
Division 500 - Public Facilities Totals		\$83,358.00	\$0.00	\$83,358.00	\$4,371.70	\$0.00	\$60,556.03	\$22,801.97	73%	\$0.00
Department 50 - Municipal Services Totals		\$83,358.00	\$0.00	\$83,358.00	\$4,371.70	\$0.00	\$60,556.03	\$22,801.97	73%	\$0.00
Department 60 - Parks										
Division 600 - Maintenance										
41001	Full Time Salaries	45,564.00	.00	45,564.00	1,718.27	.00	42,097.07	3,466.93	92	.00
41055	Vacation Conversion Pay	.00	.00	.00	368.54	.00	2,245.57	(2,245.57)	+++	.00
41100 Overtime										
41100_001	Overtime Standard	.00	.00	.00	.00	.00	286.76	(286.76)	+++	.00
41100 - Overtime Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$286.76	(\$286.76)	+++	\$0.00
42002	Medical Dental Plan	19,289.00	.00	19,289.00	413.77	.00	9,516.71	9,772.29	49	.00
42003	Vision Insurance	240.00	.00	240.00	3.87	.00	89.01	150.99	37	.00
42004	Long Term Disability Insurance	475.00	.00	475.00	19.18	.00	441.14	33.86	93	.00
42005	Life Insurance	149.00	.00	149.00	5.84	.00	134.32	14.68	90	.00
42006	SUI	238.00	.00	238.00	.00	.00	238.00	.00	100	.00
42007	Workers Comp Insurance	1,279.00	.00	1,279.00	11.21	.00	239.73	1,039.27	19	.00
42008	City Liability Insurance	1,400.00	.00	1,400.00	64.15	.00	1,371.87	28.13	98	.00
42009	PERS	7,236.00	.00	7,236.00	272.86	.00	6,519.30	716.70	90	.00
42010	Medicare Tax	661.00	.00	661.00	29.78	.00	636.03	24.97	96	.00
42012	Retiree Health Insurance	911.00	.00	911.00	34.37	.00	841.95	69.05	92	.00
42013	Deferred Comp	228.00	.00	228.00	8.59	.00	210.59	17.41	92	.00
42016	Employee Contrib To PERS	(4,101.00)	.00	(4,101.00)	(154.64)	.00	(3,623.04)	(477.96)	88	.00
42019	PERS UAL (Unfunded Accrued Liability)	18,510.00	.00	18,510.00	1,537.00	.00	19,281.26	(771.26)	104	.00



Budget Performance Report

Fiscal Year to Date 06/30/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 60 - Parks										
Division 600 - Maintenance										
48002	Transfers Out-Measure A									
48002_013	Transfers Out-Measure A Parks & Rec Salaries & Benefits	112,773.00	.00	112,773.00	7,130.40	.00	83,097.13	29,675.87	74	21,002.90
	48002 - Transfers Out-Measure A Totals	\$112,773.00	\$0.00	\$112,773.00	\$7,130.40	\$0.00	\$83,097.13	\$29,675.87	74%	\$21,002.90
49006	Salary Credits From Other Departments	.00	.00	.00	(27,242.92)	.00	(27,242.92)	27,242.92	+++	.00
	Division 600 - Maintenance Totals	\$204,852.00	\$0.00	\$204,852.00	(\$15,779.73)	\$0.00	\$136,380.48	\$68,471.52	67%	\$21,002.90
	Department 60 - Parks Totals	\$204,852.00	\$0.00	\$204,852.00	(\$15,779.73)	\$0.00	\$136,380.48	\$68,471.52	67%	\$21,002.90
Department 61 - Recreation										
Division 620 - Recreation Administration										
41300	Salary/Benefit Transfer from									
41300_011	Salary/Benefit Transfer from FD 270-ASES Grant	.00	.00	.00	(8,229.46)	.00	(46,472.56)	46,472.56	+++	.00
	41300 - Salary/Benefit Transfer from Totals	\$0.00	\$0.00	\$0.00	(\$8,229.46)	\$0.00	(\$46,472.56)	\$46,472.56	+++	\$0.00
48002	Transfers Out-Measure A									
48002_013	Transfers Out-Measure A Parks & Rec Salaries & Benefits	360,370.00	.00	360,370.00	20,142.71	.00	318,234.99	42,135.01	88	.00
	48002 - Transfers Out-Measure A Totals	\$360,370.00	\$0.00	\$360,370.00	\$20,142.71	\$0.00	\$318,234.99	\$42,135.01	88%	\$0.00
	Division 620 - Recreation Administration Totals	\$360,370.00	\$0.00	\$360,370.00	\$11,913.25	\$0.00	\$271,762.43	\$88,607.57	75%	\$0.00
Division 624 - Sports										
48002	Transfers Out-Measure A									
48002_013	Transfers Out-Measure A Parks & Rec Salaries & Benefits	144,032.00	.00	144,032.00	.00	.00	.00	144,032.00	0	.00
	48002 - Transfers Out-Measure A Totals	\$144,032.00	\$0.00	\$144,032.00	\$0.00	\$0.00	\$0.00	\$144,032.00	0%	\$0.00
	Division 624 - Sports Totals	\$144,032.00	\$0.00	\$144,032.00	\$0.00	\$0.00	\$0.00	\$144,032.00	0%	\$0.00
	Department 61 - Recreation Totals	\$504,402.00	\$0.00	\$504,402.00	\$11,913.25	\$0.00	\$271,762.43	\$232,639.57	54%	\$0.00
	EXPENSE TOTALS	\$7,132,204.00	\$2,901,544.00	\$10,033,748.00	\$869,103.44	\$0.00	\$8,719,493.89	\$1,314,254.11	87%	\$10,385,831.24
Fund 118 - Measure A Totals										
	REVENUE TOTALS	7,175,097.00	.00	7,175,097.00	1,864,692.76	.00	7,623,921.74	(448,824.74)	106%	16,921,223.59
	EXPENSE TOTALS	7,132,204.00	2,901,544.00	10,033,748.00	869,103.44	.00	8,719,493.89	1,314,254.11	87%	10,385,831.24
	Fund 118 - Measure A Totals	\$42,893.00	(\$2,901,544.00)	(\$2,858,651.00)	\$995,589.32	\$0.00	(\$1,095,572.15)	(\$1,763,078.85)		\$6,535,392.35
Grand Totals										
	REVENUE TOTALS	7,175,097.00	.00	7,175,097.00	1,864,692.76	.00	7,623,921.74	(448,824.74)	106%	16,921,223.59
	EXPENSE TOTALS	7,132,204.00	2,901,544.00	10,033,748.00	869,103.44	.00	8,719,493.89	1,314,254.11	87%	10,385,831.24
	Grand Totals	\$42,893.00	(\$2,901,544.00)	(\$2,858,651.00)	\$995,589.32	\$0.00	(\$1,095,572.15)	(\$1,763,078.85)		\$6,535,392.35



Balance Sheet

Through 06/30/23

Detail Listing

Include Rollup Account/Rollup to Object

Account	Account Description	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category	General Fund				
Fund Type					
Fund	118 - Measure A				
	ASSETS				
11000	Cash	4,189,085.82	3,446,324.90	742,760.92	21.55
13000	Accounts Receivable				
13000_007	Accounts Receivable Accts Rec-Yr End Rev Accrual	1,038,610.46	2,691,403.52	(1,652,793.06)	(61.41)
	13000 - Accounts Receivable Totals	<u>\$1,038,610.46</u>	<u>\$2,691,403.52</u>	<u>(\$1,652,793.06)</u>	<u>(61.41%)</u>
18012	Prepaid Asset	1,755,110.30	1,755,110.30	.00	.00
	ASSETS TOTALS	<u>\$6,982,806.58</u>	<u>\$7,892,838.72</u>	<u>(\$910,032.14)</u>	<u>(11.53%)</u>
	LIABILITIES AND FUND EQUITY				
	LIABILITIES				
21000	Accounts Payable	54,363.21	69,272.52	(14,909.31)	(21.52)
22004	Salaries Payable	64,080.65	.00	64,080.65	+++
23000	Due To	136,368.67	.00	136,368.67	+++
	LIABILITIES TOTALS	<u>\$254,812.53</u>	<u>\$69,272.52</u>	<u>\$185,540.01</u>	<u>267.84%</u>
	FUND EQUITY				
29000	Fund Balance - General Fund	1,288,173.85	1,288,173.85	.00	.00
	FUND EQUITY TOTALS Prior to Current Year Changes	<u>\$1,288,173.85</u>	<u>\$1,288,173.85</u>	<u>\$0.00</u>	<u>0.00%</u>
	Prior Year Fund Equity Adjustment	(6,535,392.35)			
	Fund Revenues	(7,623,921.74)			
	Fund Expenses	8,719,493.89			
	FUND EQUITY TOTALS	<u>\$6,727,994.05</u>	<u>\$1,288,173.85</u>	<u>\$5,439,820.20</u>	<u>422.29%</u>
	LIABILITIES AND FUND EQUITY TOTALS	<u>\$6,982,806.58</u>	<u>\$1,357,446.37</u>	<u>\$5,625,360.21</u>	<u>414.41%</u>
	Fund 118 - Measure A Totals	<u>\$0.00</u>	<u>\$6,535,392.35</u>	<u>(\$6,535,392.35)</u>	<u>(100.00%)</u>
	Fund Type Totals	<u>\$0.00</u>	<u>\$6,535,392.35</u>	<u>(\$6,535,392.35)</u>	<u>(100.00%)</u>
	Fund Category General Fund Totals	<u>\$0.00</u>	<u>\$6,535,392.35</u>	<u>(\$6,535,392.35)</u>	<u>(100.00%)</u>
	Grand Totals	<u>\$0.00</u>	<u>\$6,535,392.35</u>	<u>(\$6,535,392.35)</u>	<u>(100.00%)</u>

City Council Staff Report

March 26, 2024



From: Erik Schulze, Public Works Director

Prepared by: Wayne York, Transit Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an Agreement, in a form approved by the City Attorney, between the City of Turlock and Storer Transit Systems, Inc., of Modesto, California, for management and operation of transit services for the City of Turlock, operating as Turlock Transit, for a base term of five (5) years with two (2) one-year extension options, with compensation based on a combination of a fixed monthly fee and a variable revenue hourly fee as specified in the Agreement

2. SYNOPSIS:

Adopting a Resolution to approve an Agreement with Storer Transit Systems, Inc., to provide management and operation of transit services within the City of Turlock for a five (5) year base term and two (2) one-year extension options.

3. DISCUSSION OF ISSUE:

The City of Turlock currently operates three modes of transit service under the brand name Turlock Transit:

- Fixed route (serving Turlock)
- ADA Paratransit (serving Turlock)
- On-Demand (serving Turlock & Denair)

Daily operations and management of those services is contracted out to a third-party professional, which since 2017 has been Storer Transit Systems, Inc. (Storer). While contracted staff provides the day-to-day operations and management (i.e. bus drivers, dispatchers, safety personnel), City transit staff administer the transit program, including grant management, contract oversight, federal reporting, public outreach, regional coordination, and capital acquisition and improvements.

Currently Storer provides all three (3) services Monday-Friday, 6:00 a.m. – 9:00 p.m., and Saturday from 9:00 a.m. – 7:00 p.m., with no service on Sunday. These services are provided under City Contract No. 18-43, which was entered into by both parties on September 26, 2017. Since that time there have been significant changes to the labor market, as well as the transit services provided by the City, so City staff prepared for a solicitation that would have a joint purpose of re-establishing a new baseline given these various changes, as well as provided for adequate competition.

The Request for Proposals (RFP) and related documents drafted by City staff had several notable changes intended to improve the quality of service received by residents and address driver recruitment and retention issues that seem to be plaguing many agencies. First, the scope of work increased the minimum number of staff assigned to the contract, including more customer service representatives, road supervisors and safety personnel. Second, minimum wage standards were increased to be more competitive with private and public-sector jobs in the region, as well as stabilize price proposals, avoiding a situation where a vendor might underbid the contract to get it, then underperform shortly thereafter. Third, financial and non-financial benefit standards were implemented for employees, such as mental health and wellness programs, intended to further foster a strong, supportive environment where people want to work.

On November 8, 2023, the City released RFP No. 23-001, which sought proposals from qualified firms for transit operations and management services and specified a proposal due date of January 18, 2024. In addition to general noticing, City staff sent targeted notices to business development contacts at all of the major transit operations firms in the country, including the incumbent provider. As a federally-funded procurement the City identified specific scoring criteria to be used during the evaluation process. A total of two (2) addendums were issued during the solicitation process, which provided prospective proposers with additional information needed for their respective proposals. City staff also provided an optional pre-proposal conference and site visit, attended by several prospective proposers, as part of the solicitation process.

The City received a total of five (5) proposals from qualified firms. An Evaluation Committee was established comprised of three (3) City transit staff, one (1) City fleet maintenance staff, and one (1) external transit agency staff. The Committee reviewed the proposals and interviewed each proposer before finalizing their respective scores. To protect the integrity of the scoring process and ensure Committee members were not unduly influenced regarding the proposers' capability based on their submitted prices, the cost portion of proposals were not opened until the end of the technical review process. The final scores, weighted in accordance with the RFP requirements, were averaged across all Committee members and are reflected below:

Table 1: Overall Score & Ranking

Proposer	Score (100 pts. Max)
Storer Transit Systems, Inc.	92
MTM	81
WeDriveU	78
MV Transportation	73
RTW	67

Storer provided a proposal that best met the requirements of the RFP and best communicated their ability to provide the requested services. This was stated in their written proposal and reaffirmed in their interview. Storer demonstrated a clear understanding of the needs and priorities of the City, provided a clear and compelling plan for meeting those needs, and proposed dynamic and qualified management staff to implement it. In addition, Storer's approach to service delivery and their readily available, local resources (both drivers and vehicles) demonstrated their capacity to quickly respond to any issues that could occur over the life of the contract.

Table 2: Price Proposal Comparison

<u>Year</u>	<u>Type</u>	<u>RTW</u>	<u>MV</u>	<u>WeDriveU</u>	<u>Storer</u>	<u>MTM</u>
1	Start-up	\$ -	\$ 155,049	\$ 182,869	\$ 131,464	\$ 300,266
	Fixed	\$ 1,428,204	\$ 1,662,624	\$ 1,505,072	\$ 1,845,118	\$ 1,627,354
	Hours	\$ 2,148,079	\$ 2,565,147	\$ 2,593,048	\$ 2,457,964	\$ 3,131,307
2	Fixed	\$ 1,438,764	\$ 1,542,432	\$ 1,561,725	\$ 1,910,257	\$ 1,671,222
	Hours	\$ 2,167,587	\$ 2,713,742	\$ 2,668,409	\$ 2,531,702	\$ 3,233,262
3	Fixed	\$ 1,452,072	\$ 1,581,084	\$ 1,621,608	\$ 1,967,564	\$ 1,716,124
	Hours	\$ 2,187,272	\$ 2,824,222	\$ 2,765,062	\$ 2,607,654	\$ 3,324,543
4	Fixed	\$ 1,466,592	\$ 1,604,088	\$ 1,684,342	\$ 2,026,591	\$ 1,762,199
	Hours	\$ 2,209,145	\$ 2,929,997	\$ 2,871,763	\$ 2,685,883	\$ 3,422,702
5	Fixed	\$ 1,481,256	\$ 1,641,984	\$ 1,743,491	\$ 2,087,389	\$ 1,809,357
	Hours	\$ 2,231,236	\$ 3,035,614	\$ 2,956,956	\$ 2,766,460	\$ 3,507,435
6 (Option)	Fixed	\$ 1,584,948	\$ 1,709,820	\$ 1,810,681	\$ 2,150,011	\$ 1,857,746
	Hours	\$ 2,387,423	\$ 3,148,430	\$ 3,095,420	\$ 2,849,453	\$ 3,597,553
7 (Option)	Fixed	\$ 1,600,800	\$ 1,749,852	\$ 1,882,445	\$ 2,214,511	\$ 1,907,374
	Hours	\$ 2,411,297	\$ 3,260,466	\$ 3,226,052	\$ 2,934,937	\$ 3,688,659
Total		\$ 26,194,675	\$ 32,124,551	\$ 32,168,944	\$ 33,166,958	\$ 36,557,103
		1	2	3	4	5

Increase Over Lowest Cost Proposal

Increase (\$)	\$ -	\$ 5,929,876	\$ 5,974,269	\$ 6,972,283	\$ 10,362,428
Increase (%)	0.0%	22.6%	22.8%	26.6%	39.6%

One (1) point deducted for every five percent (or less) deviation from lowest cost proposal.

Points Deducted	0	-5	-5	-6	-8
Final Score	25	20	20	19	17

Unlike a public works construction contract, which must be awarded to the lowest responsible bidder, a solicitation for professional services considers the “best value” to the City, taking into account a variety of factors, including pricing. For this solicitation the evaluation criteria and their respective weights were as follows: Management & Technical Competence (25%), Price Proposal (25%), Capability & Experience (20%), Quality of Plans & Submittals (15%), Retention of Existing Employees per State law (10%), and Financial Viability (5%). These criteria sought to lend more weight to experience and

capability, followed by price, followed by other supporting items. In this case the highest ranking proposal was the fourth highest price, but was actually within the competitive range for pricing (MV, WeDriveU & Storer).

FTA Circular 4220.1F(VI)(7)(a), which is one of several applicable federal regulations applying to procurements for contracts with federal assistance, states the following:

“When evaluating bids or proposals submitted, FTA expects the recipient to consider all evaluation factors specified in its solicitation documents, and evaluate the bids or offers only on the evaluation factors included in those solicitation documents. The recipient may not modify its evaluation factors after bids or proposals have been submitted without re-opening the solicitation.”

In accordance with federal procurement regulations and the solicitation process outlined in the RFP, as well as the results of the Evaluation Committee, City staff is recommending the award of a transit operations and management agreement to Storer effective March 26, 2024, with service under the new agreement commencing July 1, 2024.

4. BASIS FOR RECOMMENDATION:

- A. The existing agreement with Storer is set to end of June 30, 2024, so an award of the proposed Agreement will ensure continuity of services.
- B. The referenced solicitation was advertised, managed, and evaluated in accordance with federal procurement requirements as specified in FTA Circular 4220.1F.
- C. Storer provided a proposal that received the highest overall score based on the evaluation criteria of the RFP. Awarding an Agreement to a different proposer for reasons other than the established evaluation criteria could be grounds for protest by Storer.
- D. Storer’s proposal and approach to service provision closely aligns with the vision outlined by the City’s Transit Manager, within the RFP and within the City’s Short-Range Transit Plan (SRTP).

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

This Agreement is a “fixed price contract” type that is comprised of a combination of several elements:

- a fixed monthly price, which does not change regardless of the number of revenue hours provided,
- an hourly rate, which is a fixed rate for each hour of revenue service provided, the latter of which varies from month-to-month based on passenger demand, and
- start-up costs, which are one-time costs incurred at the start of the Agreement.

Based on ridership trends and estimated service levels for FY 2024-25, the estimated contracted service costs under the Agreement for the same time period are estimated to be \$4,434,546, and expensed as outlined below in Table 3.

Table 3: G/L Distribution

<i>Account Number</i>	<i>Approximate Percentage</i>
426-40-415-241-001.43265 Fixed Route	70%
426-40-415-240-001.43265 Paratransit	15%
426-40-415-243-001.43265 On Demand	15%

Costs will increase annually thereafter as reflected in Table 2, on page 3. Increased costs over prior contracted prices were driven by a variety of factors:

- Additional staffing required under the contract;
- Additional hours of service anticipated given the ever-increasing ridership trends;
- Higher base wage standards needed to remain competitive, factoring in:
 - Wages at nearby transit agencies
 - Wages at nearby logistics companies
 - Wages set to increase for fast food employees in April 2024
- Established employee benefits requirements
- The overall cost of doing business has increased since the prior contract was secured in 2017.

The City currently receives approximately \$3.0M per year in FTA Section 5307 (federal) funds for transit and is eligible to receive up to \$3.4M in Local Transportation Funds (LTF) through the regional transit cost sharing process administered by the Stanislaus Council of Governments (StanCOG). In addition to formula funds, the City seeks competitive funds which are usually focused on capital improvements. City staff anticipates there is sufficient, recurring transit revenues to pay for projected operating expenses.

Budget Amendment

None. Transit staff will be preparing a budget for FY 2024-25 that reflects the identified costs in Fund 426 (Transit).

There is no impact to the General Fund.

6. STAFF RECOMMENDATION:

Recommend approval.

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 all proposals and direct for the reissuance of an RFP. City staff does not recommend this approach as there are a finite number of qualified transit providers with the resources and experience to provide such services and the interested providers already expended a significant amount of resources in the preparation of proposals under the current solicitation. Reissuance of an RFP would likely result in higher cost proposal prices, as well as the possibility of fewer overall proposals to evaluate. In addition, given the amount of time it takes to conduct a procurement of this size, the City would likely need to seek an extension of the current agreement with Storer in order to have sufficient time to conduct a full solicitation.

- B. Reject the recommendation of the Evaluation Committee and award the Agreement to a different proposer. If exercising this alternative, the Council is strongly encouraged to make this finding on the basis of the established evaluation criteria only, so as to remain in compliance with federal procurement rules and minimize the risk of filed protests that could delay or impact the transition between providers. City staff does not recommend this approach because the comprehensive evaluation process identified Storer as the highest ranked proposer.

10. ATTACHMENTS:

- A. Draft Resolution

- B. Professional Services Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN AGREEMENT, IN A FORM APPROVED BY THE CITY ATTORNEY, BETWEEN THE CITY OF TURLOCK AND STORER TRANSIT SYSTEMS, INC., OF MODESTO, CALIFORNIA, FOR MANAGEMENT AND OPERATION OF TRANSIT SERVICES FOR THE CITY OF TURLOCK, OPERATING AS TURLOCK TRANSIT, FOR A BASE TERM OF FIVE (5) YEARS WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, WITH COMPENSATION BASED ON A COMBINATION OF A FIXED MONTHLY FEE AND A VARIABLE REVENUE HOURLY FEE AS SPECIFIED IN THE AGREEMENT

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RESOLUTION NO. 2024-

WHEREAS, the City of Turlock desires to provide safe, reliable and high-quality public transit options to the community and issued Request for Proposals (RFP) No. 23-001 to solicit proposals from qualified firms; and

WHEREAS, following a review of the five (5) proposals received, as well as interviews with proposers, the Evaluation Committee ranked Storer Transit Systems, Inc., the highest of the five (5) proposers based on criteria established within the RFP and recommended the City Council award them an Agreement at their regular meeting on March 26, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an Agreement, in a form approved by the City Attorney, between the City of Turlock and Storer Transit Systems, Inc., of Modesto, California, for management and operation of transit services for the City of Turlock, operating as Turlock Transit, for a base term of five (5) years with two (2) one-year extension options, with compensation based on a combination of a fixed monthly fee and a variable revenue hourly fee as specified in the Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of March, 2024, by the following vote:

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

ATTEST:

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



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
STORER TRANSIT SYSTEMS, INC.
for
TRANSIT OPERATIONS AND MANAGEMENT SERVICES**

Request for Proposals No. 23-001

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City” or “Recipient” or “AGENCY” or “Agency” or “agency”), and STORER TRANSIT SYSTEMS, INC., a California stock corporation (“Professional” or “Contractor”), on this 26th day of March 2024 (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 management and operation of fixed route and demand-response public transit services (the “Project”) as defined in a Request for Proposals (“RFP”) in **Exhibit A**.

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 B** 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 B**.

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 B**.

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 92 of this Agreement, Sections 1 through 92 shall prevail.

2. Term. The term of this Agreement shall be five (5) years and will commence on July 1, 2024 and terminate on June 30, 2029 (“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 two (2) additional one (1) year terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager and Professional sixty (60) 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. Administrative Control

The Professional shall render all services under this Agreement in a manner consistent with the policies of the City. Modification of existing policies or adoption of new policies during the term of this Agreement which affect the Professional’s performance of services shall be identified as either minor, moderate or major changes, as appropriate, as identified in this Agreement.

The City shall not interfere with the management of the Professional’s normal business affairs and shall not attempt to directly discipline or terminate the Professional’s employees.

The City shall have the right to require the removal of a Professional’s employee, including Key Personnel and supervisory staff, from the provision of services under this Agreement for reasonable cause as determined by the City in its sole and unfettered discretion. Any such demand shall be made in writing and shall be promptly complied with by the Professional.

6. Work.

6.1 Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A** and **Exhibit B**. Any request for Services not included in **Exhibit A** or **Exhibit B** 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.

6.2 City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A** or **Exhibit B**. 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.

(a) City shall retain the right to modify the operational and management duties and tasks associated with the specified Services to include, but not limited to, changes to service area boundaries, routes, schedules, operating hours, fleet and equipment maintenance, coordination of services, reporting requirements and provision of service for special events without such changes requiring an amendment to this Paragraph.

(b) Changes that result in the modification to routines, policies, practices, and procedures in the provision of Services, but result in no increase in costs or revenue hours to Professional, shall be considered a minor change ("Minor Change") and not subject to additional payments or financial obligations from City.

(c) Changes that result in an increase or decrease in revenue hours in the provision of Services of equal to, or less than, twenty-five percent (25%) of the revenue hours in effect at the start of the Agreement, shall be considered a moderate change ("Moderate Change") with the difference in costs charged at the existing, hourly revenue rate and no change to the fixed monthly fee.

(d) Changes that result in an increase or decrease in revenue hours in the provision of Services that exceed twenty-five percent (25%) of the revenue hours in effect at the start of the Agreement, shall be considered a major change ("Major Change") with the difference in costs charged at a rate to be determined through mutual agreement between the City and the Professional. In the event a mutually agreeable arrangement cannot be identified, City reserves the right to forego implementation of the Major Change or exercise the option for early termination of the Agreement.

6.3 Special or Additional Services. The City may, in its discretion, request Professional to operate special bus services ("Special Bus Services") that are in addition to the routes and services set forth in **Exhibit A** and **Exhibit B**. Special Bus Services is any request from the City that requires the use of a bus and driver. Any such request shall be made in writing, and shall be made not less than ten (10) business days in advance of the date the Special Bus Services will be needed. Professional shall provide the Special Bus Services requested unless Professional demonstrates to the satisfaction of the City that providing such services would have an adverse impact on its ability to provide the operations required under this Agreement. If Special Bus Services are requested less than ten (10) business days in advance of the date the Special Bus Services are needed, Professional agrees it will make a good faith effort to provide such services within the timeframe requested, but not to the detriment of base Service provided under the Agreement. Compensation for Special Bus Services shall be in accordance with the Contractor's

rate per Vehicle Hour, unless a different rate is agreed upon by the parties. In computing the said total number of hours for each bus, the beginning time shall be the time when the bus leaves where it is parked en route to provide the Special Bus Service and the ending time shall be the time the bus returns to the Roger K. Fall Transit Center or Turlock Corporation Yard.

The City may request that Professional provide additional services in support of transit operations (“Additional Services”). Any such request shall be in writing, and absent special circumstances shall be submitted at least five (5) business days in advance of the date that the Additional Services will be needed. Professional shall provide the Additional Services requested unless Professional demonstrates to the satisfaction of the City that performing such work would have an adverse impact on its ability to provide the operations services required under this Agreement. Additional Services are services not covered by the Agreement or Scope of Work, but which the City and Contractor mutually agree, in writing, shall be performed by the Professional. Compensation for Additional Services shall be actual cost incurred to provide the additional services plus a maximum five percent (5%) overhead fee. The Professional must provide documentation of costs incurred satisfactory to City.

The Professional is responsible for providing adequate staff and supervision to support Special Bus Services provided or Additional Services performed under this Section.

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

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional’s proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional’s proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional’s proposed revisions, if any, to the Compensation Schedule; and

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

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

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

6.5 Replacement Services. In the event the Professional is unable to provide Services in full compliance with the requirements of this Agreement due to strike, work stoppage, or other event not caused by the City and not covered by a provision of this Agreement, the City may, in

lieu of finding the Professional in default, obtain the services of a replacement operator or provide the Services with its own resources (“Replacement Services”). The City may use such Replacement Services as a substitute for all or any part of the Professional’s Services, and may maintain such Replacement Services in effect until the Professional is able to resume performance in full compliance with this Agreement. Prior to implementing Replacement Services, the City shall notify the Professional in writing and provide the professional with five (5) business days to resolve its noncompliance.

The Professional shall be fully responsible for the cost of such Replacement Services. After implementing Replacement Services, and upon the Professional’s resolution of noncompliance issues, the Professional shall notify the City in writing of its intent to resume provision of Services under the Agreement. This notification shall include a corrective action plan, acceptable to the City, which describes the strategy to minimize similar noncompliance issues in the future and ensure the successful continuation of Services.

6.6 Service Disruptions. If Professional is temporarily unable to provide Services under the Agreement and that failure leads to a service disruption affecting fixed route or demand-response service to the citizens of Turlock, the Professional shall provide the City, within twenty-four (24) hours, a written plan to remedy the service disruption and restore services in compliance with the Agreement. In the event the Professional has reason to believe that a service disruption is likely to occur, the Professional shall notify CITY immediately and then promptly provide a plan and timetable for addressing the anticipated event.

All service disruptions, regardless of cause, shall be documented and provided to the City by the Professional within twenty-four (24) hours of the start of the service disruption event, as well as documented and included along with any other service disruptions in Professional’s monthly report.

7. Compensation.

The Professional will be compensated for the Revenue Hours, excluding deadhead time, on the basis of its Fixed Monthly Fee and its Rate per Revenue Hour, specified in **Exhibit B**. Deadhead shall be defined as the miles and hours a vehicle travels when out of revenue service, to include travel between the Roger K. Fall Transit Center (“Transit Center”) and the City’s transit facilities at the City of Turlock Corporation Yard (“Corporation Yard”).

In the event of an unanticipated and exceptional change in applicable Federal, State or Local laws or regulations after the date of execution of this Agreement that results in additional costs of providing operations services hereunder, the Professional may request an adjustment in its Fixed Monthly Fee or rate per Revenue Hour, by submitting a written request to the City, supported by appropriate documented justification. The City agrees to review, discuss, and consider in good

faith any request of the Professional under this paragraph, but the decision as to whether or not to agree to such request shall be in the sole discretion of the City.

Compensation provided to the Professional shall cover the costs of all Services provided under this Agreement, including: all costs of Professional's personnel providing management, operations and related services under this Agreement, including all costs of employee wages, salaries, health benefits, retirement, and other employee benefits and all costs of training; all costs associated with the implementation of the plans and programs submitted by Professional in its response to the RFP; and the cost of providing additional Non-Revenue Vehicle(s) for support and relief, if applicable. The Professional will have no other right or claim to compensation, payment, or reimbursement from the City, except as otherwise expressly provided in this Agreement. The Professional shall not be responsible for fuel costs for the City owned vehicles used in providing Services under this Agreement nor the costs of maintaining and repairing any City-owned vehicles used for the Services provided under this Agreement, unless derived through damage by the Professional.

7.1 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.

7.2. Deposit. Intentionally Omitted.

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

7.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within ten (10) calendar days of completion of the performance of such Services in a calendar month. Each invoice shall be itemized to include the following items separated by service mode: fixed rate charges, revenue service hours (variable), and any other charges previously authorized by City. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

9. Time of Performance. Professional warrants that it will commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

10. City Assistance to Professional. Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which

may be required to perform its obligations under this Agreement, with the exception of items of City assistance provided in **Exhibit B**. City shall furnish to Professional only the facilities, equipment, materials, information, personnel and administrative assistance listed in **Exhibit B**. Notwithstanding the foregoing, City shall cooperate with Professional and shall not actively interfere with Professional's performance of Services under this Agreement.

11. 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.

12. Performance by Qualified Personnel. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional or subcontractor as specified in **Exhibit B**. 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 or the Professional's subcontractor as specified in **Exhibit B**. The Professional is prohibited from further subcontracting portions of work under this Agreement to any other subcontractor not specified in **Exhibit B** without such an additional or substitution 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.

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

13.1. Qualifications. Professional represents that it is qualified to perform the Services provided in **Exhibit B** 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.

13.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

13.3. 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.

13.4. 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.

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

13.6 Conflict of Transportation Interests. The Professional shall not divert any revenues, passengers or other business from the City to any taxi or other transportation operation of the Professional without the prior written approval of the City.

13.7 Conflicting Use. The Professional shall not use any vehicle, equipment, personnel, facilities or other resource provided by the City for performing Services for any use whatsoever other than provided within this Agreement without prior written approval of the City.

14. 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.

15. Contact by Professional with Project Owner or Project Applicant. Intentionally omitted.

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

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

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

17. 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.

18. 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.

19. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given

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

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

20. 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** or **Exhibit B**.

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.

21. Ownership of Operating Revenue. All operating revenue collected by the Professional is property of the City. Operating revenue shall include, but not necessarily limited to, monies collected within fare boxes during the provision of Services, as well as monies collected from the pre-sale of tickets and passes. The Professional shall be responsible for securing, counting, reporting and delivering to the City, or the City's agent, all operating revenue in accordance with the terms of this Agreement.

22. Termination of Work by City for Its Convenience. Notwithstanding other termination provisions provided in this Agreement, the City shall have the right to terminate this Agreement at any time for its convenience by giving sixty (60) days' written notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

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

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

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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:

27.1 General Liability. Professional shall carry general liability insurance in the amount of Ten Million Dollars (\$10,000,000.00) 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 Ten Million Dollars (\$10,000,000.00).

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

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

27.3 Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

27.4 Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Ten Million Dollars (\$10,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

27.5 Employee Dishonesty. Professional shall carry insurance with a minimum limit of Fifty Thousand Dollars (\$50,000.00) to cover Professional's employees, officials and agents in the loss of funds received by the Professional and within the control of the Professional prior to remittance to the City.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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: Erik Schulze, Public Works Director
156 S. Broadway, Suite 150
Turlock, CA 95380-5461

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

If to Professional: **Storer Transit Systems, Inc.**
Attn: Donald Storer, President/CEO
3519 McDonald Ave.
Modesto, CA 95358

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

Wayne York, Transit Manager
1418 N. Golden State Blvd., Suite 1
Turlock, California 95380
Telephone: (209) 669-2800
E-mail: transit@turlock.ca.us

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

37. Use of City Project Number. Intentionally Omitted.

38. 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.

39. 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.

40. 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.

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

42. 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.

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

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

45. 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.

46. 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.

47. 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. The Professional agrees to retain reports, records, documents and files related to charges under this Agreement for a period of three (3) years following the date of final payment for Services. The City shall have the right to reproduce any of the aforesaid documents.

48. Access to City Facilities, Vehicles and Equipment. The City shall be permitted access to all City-owned vehicles, facilities and equipment during the hours of operation and at all other times for the purpose of conducting inspections and maintenance as the City may deem necessary for the proper administration of the provisions of the Agreement.

49. 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.

50. 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.

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

52. 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.

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

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

55. 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.

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

57. Transition to Future Contractor. During the duration of the Agreement and up to sixty (60) days following the effective date of termination or expiration of the Agreement, Professional shall provide to either the City, or any professional selected by the City, Professional’s full cooperation in the transition to the new provider of Services from one provider to another provider. This shall include, at a minimum, consultation regarding labor and management issues, including a delineation of wages and benefits by employee category, access to non-confidential personnel files and access to transit operations and maintenance records.

Professional shall release all City owned assets to the new provider of Services, including physical assets such as buses, buildings, keys, and fare equipment, as well as non-physical or intangible assets such as data, digital files or passwords necessary for the provision of Services. Professional shall cooperate fully with the City, or any professional selected by City, in a smooth transition in the provision of Services from one provider to the other.

58. Contracted Employee Minimum Compensation Requirements.

58.1. Minimum Wage for Safety-Sensitive Functions. The minimum wage for persons employed by the Professional, or any authorized subcontractors of the Professional, that perform safety-sensitive functions as specified below (“Safety-Sensitive Minimum Wage”), while providing Services under this Agreement, shall not be less than the value specified in this Paragraph. Nothing in this Paragraph shall limit or restrict the ability of the Professional to pay hourly wages in excess of this wage requirement, nor limit or restrict the ability of the Professional to pay hourly wages less than this requirement for work that is not safety-sensitive as further defined.

Effective July 1, 2024, the Safety-Sensitive Minimum Wage shall be \$25.00 per hour.

Effective July 1, 2025, the Safety-Sensitive Minimum Wage shall be \$25.50 per hour.

Effective July 1, 2026, the Safety-Sensitive Minimum Wage shall be \$26.00 per hour.

Effective July 1, 2027, the Safety-Sensitive Minimum Wage shall be \$26.50 per hour.

Effective July 1, 2028, the Safety-Sensitive Minimum Wage shall be \$27.00 per hour.

The Code of Federal Regulations (CFR) Title 49, Section 655.4 defines safety-sensitive function to mean: “any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- (1) Operating a revenue service vehicle, including when not in revenue service;
- (2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- (3) Controlling dispatch or movement of a revenue service vehicle;
- (4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
- (5) Carrying a firearm for security purposes.”

58.2. Base Wage. The base hourly wage for persons beginning employment with the Professional or any authorized subcontractors of the Professional, that perform safety-sensitive functions while providing Services under this Agreement, shall be the greater of any of the following values:

- (a) The Safety-Sensitive Minimum Wage, as specified in Paragraph 58.1; or
- (b) For persons directly transitioning employment to the Professional on or before July 1, 2024, after providing similar services under the previous agreement for transit services with the City, with no break in employment, the base hourly wage shall

not be less than the hourly wage that was in effect for that person the date the RFP was released; or

- (c) For persons with at least twelve (12) months of experience providing Services under the previous agreement for transit services with the City, or similar services with a different public agency, the base hourly wage shall not be less than the Safety-Sensitive Minimum Wage plus five percent (5%); or
- (d) For persons with at least twenty-four (24) months of experience providing Services under the previous agreement for transit services with the City, or similar services with a different public agency, the base hourly wage shall not be less than the Safety-Sensitive Minimum Wage plus ten percent (10%); or
- (e) For persons with at least thirty-six (36) months of experience providing Services under the previous agreement for transit services with the City, or similar services with a different public agency, the base hourly wage shall not be less than the Safety-Sensitive Minimum Wage plus fifteen percent (15%).

The base wage described in this paragraph excludes all special pays and premium pays the Professional may elect to provide, which would be in addition to the base pay.

58.3. Cost of Living Adjustment (COLA). Each person employed by the Professional in a non-safety sensitive function and providing services under this Agreement, regardless of their role or function, shall have their respective base pay increased by no less than three percent (3%) as a cost of living adjustment following the completion of twelve (12) months of continuous employment with the Professional and no less than three percent (3%) annually thereafter for as long as they continue providing Services under the Agreement.

58.4. Health, Retirement and Paid Leave Benefits. Each person employed full-time by Professional, with at least seventy percent (70%) of their time dedicated primarily to providing services to City under this Agreement, regardless of the capacity, shall receive employment benefits provided by the Professional that provide, at a minimum:

- (a) **Medical, Dental and Vision Coverage.** The Professional shall provide access to medical, dental and vision insurance options that take effect no later than 32 calendar days from the start of employment. The Professional shall provide multiple plan options for selection by the employee, with at least one option for a High-Deductible Health Plan (HDHP) and at least one option for a Preferred Provider Organization (PPO) plan. All plan offerings must include an option to add a spouse/partner and/or dependents, with employee contributions for such additions determined by the Professional.
- (b) **Health Care Stipend.** The Professional shall offer and make available a health care stipend to each qualifying employee that the employee can use towards offsetting the costs of medical, dental and/or vision insurance coverage provided by the

Professional or as a contribution to an employee-managed Health Savings Account (HSA), with the value of the stipend not less than the following:

- a. Effective July 1, 2024, the Health Care Stipend shall be at least \$625.00 per month, per qualifying employee.
 - b. Effective July 1, 2025, the Health Care Stipend shall be at least \$650.00 per month, per qualifying employee.
 - c. Effective July 1, 2026, the Health Care Stipend shall be at least \$675.00 per month, per qualifying employee.
 - d. Effective July 1, 2027, the Health Care Stipend shall be at least \$700.00 per month, per qualifying employee.
- (c) **Retirement benefits.** The Professional shall provide either a defined contribution or defined benefit retirement plan. If a defined contribution plan is offered the Professional shall provide an employer match of at least two percent (2%) to contributions provided by the employee.
- (d) **Mental health.** The Professional shall provide qualifying employees with access to no less than two (2) hours per month of mental health (counseling) services from a licensed mental health professional at no additional cost to the employee. Employee participation, if exercised, shall be voluntary and occur on the employee's own time. These services shall be offered in an in-person format, though they may be provided virtually if offered and affirmatively selected by the employee. These services shall be provided in a way that ensures employees can access them privately and discreetly.
- (e) **Sick leave.** The Professional shall provide no less than eight (8) hours of paid sick leave per month.
- (f) **Vacation leave.** The Professional shall provide no less than four (4) hours of paid vacation leave per month.

Nothing in this Paragraph shall limit or restrict the Professional's ability to provide benefits greater than the specified minimum standards, nor affect other employee health, wellness or morale provisions listed elsewhere in the RFP, nor limit or affect benefit offerings to employees working less than full-time.

59. Performance by Key Personnel. The Professional has represented to the City that Bobbi Wayman, General Manager, and Maritza Tinoco, Operations Manager ("Key Personnel"), will be the individuals primarily responsible for the management, oversight and execution of Services referred to in this Agreement. The City has entered into this Agreement in reliance on that representation by the Professional. The Professional therefore agrees that the above-named persons shall devote One Hundred percent (100%) of their working time

to this Agreement for the entire term of the Agreement, unless a time dedication level variance is approved in writing by the City. In the event a time dedication level variance is approved by the City, the City reserves the right to rescind such a variance, in writing, at any time and at the City's sole discretion. Nothing in this section shall preclude or limit the Professional from employing additional employees in management and oversight roles not subject to this paragraph.

The Professional shall not, without prior written notice to and prior written approval by City, remove or reassign any Key Personnel identified in its Proposal, or appoint any new individual to any Key Personnel position (whether in an acting or permanent capacity), at any time during the Agreement Term; except that that the Professional may, following written notice and explanation to the City, remove any such individual for misconduct or cause pursuant to the Professional's established personnel policies.

60. Liquidated Damages. The City and the Professional mutually agree that when the Professional fails to meet performance requirements of this Agreement that the City will suffer damages which cannot be clearly quantified. In those instances the City may elect to assess liquidated damages based on the nature of the performance failure. The specified liquidated damage values, the process for assessment, as well as protest procedures for said assessments are further defined in **Exhibit A**.

61. Access to Records and Reports.

- (a) **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- (b) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (c) **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- (d) **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

62. Americans with Disabilities Act (ADA). The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

63. Restrictions on Lobbying.

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation

and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

64. Charter Service. The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, “Charter Service,” 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

65. Civil Rights Laws and Regulations. The following Federal Civil Rights laws and regulations apply to all contracts.

65.1 Federal Equal Employment Opportunity (EEO) Requirements.

These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

65.2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

65.3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

65.4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

66 Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

66.1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

66.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. §

5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

66.3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

66.4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

66.5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

67 Clean Air Act and Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

68 Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

69 Debarment and Suspension. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

70 Disadvantaged Business Enterprise (DBE). It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

71 Energy Conservation. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

72 Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

73 Notice of Third Party Participants. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

74 Fly America

a) Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers. International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

75 Federal Tax Liability and Recent Felony Convictions

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

76 Incorporation of Federal Transit Administration (FTA) Terms. The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

77 No Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

78 Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

79 Solid Wastes. A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

80 Program Fraud and False or Fraudulent Statements and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

81 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence

or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information. d. See also § 200.471.

82 Prompt Payment. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

83 Public Transportation Employee Protective Arrangements. The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

84 Safe Operation of Motor Vehicles

81.1 Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned

vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

81.2 Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

85 School Bus Operations. The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

86 Substance Abuse Requirements. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

87 Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

88 Severability. The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

89 Termination.

89.1 Termination for Convenience (General Provision). The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

89.2 Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

89.3 Opportunity to Cure (General Provision). The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

89.4 Waiver of Remedies for any Breach. In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

89.5 Termination for Convenience (Professional or Transit Service Contracts). The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under

the payment provisions of this contract for services rendered before the effective date of termination.

89.6 Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

89.7 Termination for Default (Transportation Services). If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

89.8 Termination for Convenience or Default (Cost-Type Contracts). The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

90 Trafficking in Persons. The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect;
or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

91 Violation and Breach of Contract

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

92 Bonding Requirements

(a) Performance Bond. -- CONTRACTOR shall procure, at its sole expense, and keep in effect at all times during the Agreement Term, a performance bond equivalent to a minimum of 25% of the cost of service for the then current Agreement year, excluding capital costs, in favor of CITY and executed by a corporate surety with an A.M Best rating of "A" or better and authorized to conduct business as a surety in the State of California. CONTRACTOR shall provide a fully notarized performance bond to CITY within 7 Days after Notice of Award. CONTRACTOR shall provide any necessary updates, renewals, or modifications to the performance bond on an annual basis thereafter or before each anniversary date of Agreement Award.

(b) Performance Bond Renewal. -- The performance bond must be kept in full force and effect at all times during the Agreement Term. The bond shall be conditioned upon faithful performance by CONTRACTOR of the terms and conditions of this Agreement and shall be renewed to provide for continuing liability in the amount set forth in subsection (a) notwithstanding any payment or recovery thereon. Such bond shall not be subject to cancellation except after notice to CITY by registered mail at least forty-five (45) Days prior to the date of cancellation. Failure to maintain such surety bond shall be a default of this Agreement and may, at CITY's discretion, result in cancellation or termination of this Agreement.

(c) Enforcement of Performance Bond. -- If CITY determines that CONTRACTOR has substantially failed to keep and perform the covenants, conditions, and obligations under in this Agreement and the RFP, then CITY may require the Surety to perform, or may exercise or collect or cause to be exercised or collected, the obligations under the performance bond. In such an event, CITY shall notify the Surety and give the Surety an opportunity to perform within a reasonable time certain. If the Surety fails to perform, CITY shall perform and assess the Surety on its bond for the cost of such performance. The cost of such performance includes the costs of all labor and Equipment reasonably necessary to perform the work in the CONTRACTOR's absence.

[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

**Storer Transit Systems, Inc., a
California stock corporation**

By: _____

Print Name: _____

Title: _____

Date _____

CITY

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

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Erik Schulze, Public Works Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk