

City Council Agenda



MARCH 23, 2021

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

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

THIS MEETING WILL BE OPEN TO THE PUBLIC. SEATING CAPACITY WILL BE LIMITED TO THE FIRST 14 PEOPLE, ON A FIRST COME FIRST SERVE BASIS. COMPLIANCE WITH ALL HEALTH & SAFETY GUIDELINES INCLUDING COVID-19 SCREENING, TEMPERATURE CHECKS, FACE COVERINGS, AND PHYSICAL DISTANCING MEASURES WILL BE REQUIRED FOR IN-PERSON ATTENDANCE. PLEASE PLAN TO ARRIVE APPROXIMATELY 15 MINUTES PRIOR TO THE SCHEDULED MEETING START TIME TO ALLOW FOR SCREENING PROCESSES. FOR MORE INFORMATION, PLEASE VISIT THE CITY OF TURLOCK WEBSITE AT WWW.CITYOFTURLOCK.ORG.

THIS MEETING WILL BE STREAMED ON THE CITY OF TURLOCK WEBSITE AT WWW.CITYOFTURLOCK.ORG AND BROADCASTED ON SPECTRUM CHANNEL 2. MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE IN THE MEETING VIA THE FOLLOWING METHODS:

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

OR

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

OR

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

**Mayor
Amy Bublak**

Council Members

**Nicole Larson
Andrew Nosrati**

**Rebecka Monez
Pam Franco
Vice Mayor**

**Acting City Manager
Gary R. Hampton
City Clerk
Jennifer Land
Interim City Attorney
George A. Petrulakis**

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

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

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

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

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

1. CLOSED SESSION:

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

2. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

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

- A. Proclamation: Vietnam Veterans Day, March 29, 2021
- B. Briefing: COVID-19 Update, presented by Interim Fire Chief Gary Carlson

4. PUBLIC PARTICIPATION

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

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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

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

6. CONSENT CALENDAR:

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

- A. Resolution: Accepting Weekly Demands of 2/25/21 in the amount of \$989,717.07; Weekly Demands of 3/4/21 in the amount of \$1,347,115.00; Monthly Demands in the amount of \$2,511,149.40
- B. Motion: Accepting Minutes of the Regular Meeting of January 26, 2021; Minutes of the Special Meeting of February 3, 2021; Minutes of the Special Meeting of February 9, 2021
- C. Motion: Approving the Final Map and Subdivision Improvement Agreement with FQC, Inc., conditioned upon construction of improvements for the SM 19-01 FQC subdivision (Development Project No. 20-029)
- D. Motion: Approving the advertisement for construction bids for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"
- E.
 - 1. Resolution: Approving the sole source purchase of air purification and surface treatment technology for City transit vehicles from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, to address the COVID-19 public health emergency in an amount not to exceed \$58,668 (Funds 425 and 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and in support of City Project No. 21004 "Transit Air Purification Upgrades"
 - 2. Resolution: Approving the sole source purchase of air purification technology for the Roger K. Fall Transit Center from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, to address the COVID-19 public health emergency in an amount not to exceed \$13,384 (Fund 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and in support of City Project No. 21004 "Transit Air Purification Upgrades"
 - 3. Resolution: Authorizing the City Manager, or his or her designee, to procure additional air purification or antimicrobial equipment, materials, or services, as needed to maintain or extend enhanced cleaning protocols in the air and on surfaces in City vehicles and facilities from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6)
- F. Resolution: Authorizing the City Manager, or his or her designee, to procure equipment, materials, or maintenance and support services from ANGI Energy Systems, LLC (ANGI), of Janesville, Wisconsin, to repair, support, and maintain ANGI Compressed Natural Gas (CNG) fueling systems, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6)
- G. Motion: Approving Amendment No. 2 to an Agreement between the City of Turlock and Robertson-Bryan, Inc. to provide National Pollutant Discharge Elimination System (NPDES) permit compliance assistance for the Turlock Regional Water Quality Control Facility (RWQCF), increasing the compensation to an annual amount not to exceed \$150,000 (non-general fund) for the remaining term of the Agreement
- H. Motion: Accepting the City of Turlock's audited Financial Statements for the Transportation Development Act for the fiscal year ended June 30, 2020
- I. Motion: Approving a Professional Services Agreement with MGT of America Consulting, LLC for preparation of a Cost Allocation Plan required under federal regulations for Fiscal Year 2021-22, for a period of one (1) year with an option to extend the agreement for two (2) additional one-year terms, in an annual amount not to exceed \$17,000 and a total amount not to exceed \$51,000 if all renewal periods are exercised

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- J. 1. Motion: Approving Amendment No. 1 to the Memorandum of Understanding between the City of Turlock and the County of Stanislaus to increase the Homeless Emergency Aid Program Grant Funds in the amount of \$15,942.07
 - 2. Resolution: Appropriating \$15,942.07 to account number 257-41-489.34145 "HEAP Funding (Homeless Emergency Aid Program)"
 - K. Resolution: Approving the Tentative Agreement revising the Memorandum of Understanding ("MOU") between the City of Turlock ("City") and Turlock Firefighters, Local #2434 ("Turlock Fire") covering the period of July 1, 2020 through June 30, 2021 and appropriating \$100,000 from General Fund unassigned reserves to account number 110-30-300.41059 "Continuous Service Pay" and related roll-up costs

7. **FINAL READINGS:** None

8. **PUBLIC HEARINGS:**

- A. Request to approve a Substantial Amendment to the Fiscal Year 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program to program CDBG Coronavirus (CDBG-CV) Round 1 and 3 funds and authorizing submittal to the United States Department of Housing and Urban Development (HUD); and authorizing the City Manager to execute all necessary documents (*Pitt*)

Recommended Action:

Resolution: Approving a Substantial Amendment to the Fiscal Year 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program to program CDBG Coronavirus (CDBG-CV) Round 1 and 3 funds and authorizing submittal to the United States Department of Housing and Urban Development (HUD); and authorizing the City Manager to execute all necessary documents

9. **ACTION ITEMS:**

- A. Request to approve Amendment No. 5 with Carollo Engineers of Walnut Creek, California, in the amount of \$1,896,809 (Non-General Fund - Fund 420) bringing the contract total to \$5,142,559, for professional engineering design services for City Project No. 18-69 "Surface Water Distribution System Improvements" AND approve Amendment No. 1 with Horizon Water and Environment, LLC of Oakland, California, in the amount of \$29,440 (Non-General Fund - Fund 420) bringing the contract total to \$100,281, for professional environmental services and biological monitoring during construction of City Project No. 18-69 "Surface Water Distribution System Improvements" AND appropriate \$1,926,000 to account number 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities" from Fund 420 "Water" unassigned reserves for professional design services and environmental services and biological monitoring during construction of City Project No. 18-69 "Surface Water Distribution System Improvements" (*Bray*)

Recommended Action:

Motion: Approving Amendment No. 5 with Carollo Engineers of Walnut Creek, California, in the amount of \$1,896,809 (Non-General Fund - Fund 420) bringing the contract total to \$5,142,559, for professional engineering design services for City Project No. 18-69 "Surface Water Distribution System Improvements"

Motion: Approving Amendment No. 1 with Horizon Water and Environment, LLC of Oakland, California, in the amount of \$29,440 (Non-General Fund - Fund 420) bringing the contract total to \$100,281, for professional environmental services and biological monitoring during construction of City Project No. 18-69 "Surface Water Distribution System Improvements"

Resolution: Appropriating \$1,926,000 to account number 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities" from Fund 420 "Water" unassigned reserves for professional design services and environmental services and biological monitoring during construction of City Project No. 18-69 "Surface Water Distribution System Improvements"

10. CITY MANAGER REPORTS/UPDATES

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

A. Administrative Services

1. Monthly Budget Update (*Hampton/Silva*)
2. Unsheltered Homeless and Encampments Crisis Update (*Hampton/Williams*)

B. Fire Department

1. Public Safety Briefing (*Carlson*)

C. Municipal Services

1. Monthly Departmental Update (*Brown*)

D. Parks, Recreation and Public Facilities

1. Recreation Facilities Re-opening (*Van Guilder*)

E. Police Department

1. Public Safety Briefing (*Williams*)
2. Radio/CAD/RMS Update (*Williams*)

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

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

12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

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

13. CLOSED SESSION:

- A. Threat to Public Services or Facilities, Cal. Gov't Code §54957(a)
"This chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities."
Consultation with: Interim Fire Chief Gary Carlson and Interim City Attorney George A. Petrulakis
- B. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Designated Representative: Human Resources Manager Sarah Eddy
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employees Association
Employee Organization: Turlock Firefighters Association-Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.
- C. Public Employee Discipline/Dismissal/Release, Cal. Gov't Code §54957(b)(1)

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

IN HONOR OF
VIETNAM VETERANS DAY
MARCH 29, 2021

WHEREAS, on March 29, 1973, the last American troops were withdrawn from South Vietnam, thus ending the longest war in our country's history; and

WHEREAS, thousands of brave Americans served our country in this conflict with courage, honor, and valor; and

WHEREAS, more than 58,000 individuals made the ultimate sacrifice in Vietnam and more than 300,000 more were wounded in combat; and

WHEREAS, due to the controversial nature of this long conflict, many of the returning Veterans did not receive the respect and gratitude they deserved for serving their nation; and

WHEREAS, these veterans bring to us now a sense of duty, patriotism, discipline, and willingness to serve others that remind us of our obligations to our country and the price that is paid for freedom; and

WHEREAS, it is fitting to pay tribute also to the families of our Vietnam Era Veterans who have endured sacrifice, separation, anguish, and loneliness while their loved ones served with pride and honor; and

WHEREAS, we are forever thankful to our Vietnam Veterans for their unwavering strength and courage while fighting in the Vietnam War and we join together to express our gratitude, remember their service, and say "welcome home"; and

WHEREAS, we owe each of these men and women a debt of gratitude we can never repay.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby recognize March 29, 2021, as "VIETNAM VETERANS DAY" in the City of Turlock, and urge all fellow citizens to join me in honoring our local heroes, those Vietnam Era Veterans who so selflessly gave their service.

IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 23rd day of March, 2021.

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
 WEEKLY DEMANDS OF 2/25/21 IN THE }
 AMOUNT OF \$989,717.07; }
 WEEKLY DEMANDS OF 3/4/21 IN THE }
 AMOUNT OF \$1,347,115.00; }
 MONTHLY DEMANDS OF 1/31/21 IN THE }
 AMOUNT OF \$2,511,149.40 }
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RESOLUTION NO. 2021-

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

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

Demands of:	In the Amount of:
2/25/21	\$989,717.07
3/4/21	\$1,347,115.00
1/31/21	\$2,511,149.40

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

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 2/19/2021 - To Payment Date: 2/25/2021

6A

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128770	02/19/2021	Open			Licensing Refund	UNITED RENTALS NORTH AMERICA INC	\$1,226.00		
					Licensee Number	Transaction Date	Transaction Type		
					29626	02/19/2021	REFUND		
					Cash Account	Amount			
					110.11000 (Cash)	\$1,226.00			
128771	02/19/2021	Open			Licensing Refund	UNITED RENTALS NORTH AMERICA INC	\$1,443.00		
					Licensee Number	Transaction Date	Transaction Type		
					1556	02/19/2021	REFUND		
					Cash Account	Amount			
					110.11000 (Cash)	\$1,443.00			
128772	02/22/2021	Open			Utility Management Refund	M.T.G.L.Q. II	\$262.09		
					Account Number	Description	Transaction Date	Transaction Type	
					929018-002	MOVE-OUT CREDIT	02/22/2021	Refund	
					Cash Account	Amount			
					420.11000 (Cash)	\$262.09			
128773	02/22/2021	Open			Utility Management Refund	MADRUGA, FRANK	\$136.13		
					Account Number	Description	Transaction Date	Transaction Type	
					167746-003	MOVE-OUT CREDIT	02/22/2021	Refund	
					Cash Account	Amount			
					420.11000 (Cash)	\$136.13			
128774	02/22/2021	Open			Utility Management Refund	ORTIZ, THERESA	\$225.40		
					Account Number	Description	Transaction Date	Transaction Type	
					391786-002	MOVE-OUT CREDIT	02/22/2021	Refund	
					Cash Account	Amount			
					420.11000 (Cash)	\$225.40			
128775	02/22/2021	Open			Utility Management Refund	SEVERSON, RYAN	\$316.38		
					Account Number	Description	Transaction Date	Transaction Type	
					205109-002	MOVE-OUT CREDIT	02/22/2021	Refund	
					Cash Account	Amount			
					420.11000 (Cash)	\$316.38			
128776	02/22/2021	Open			Utility Management Refund	TREZZA, DEBORAH	\$152.87		
					Account Number	Description	Transaction Date	Transaction Type	
					146307-007	MOVE-OUT CREDIT	02/22/2021	Refund	
					Cash Account	Amount			
					420.11000 (Cash)	\$152.87			
128777	02/23/2021	Open			Licensing Refund	G AND E PIZZA INC	\$344.00		
					Licensee Number	Transaction Date	Transaction Type		
					27529	02/23/2021	REFUND		
					Cash Account	Amount			

Payment Register

From Payment Date: 2/19/2021 - To Payment Date: 2/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128778	02/24/2021	Open		110.11000 (Cash)	Accounts Payable	OLD REPUBLIC TITLE CO	\$150,529.20		\$344.00
	Invoice			Description					Amount
	CP1660		02/23/2021	(9) Property Acquisitions for CP 16-60 Linwood Ave					\$150,529.20
				ATP Imp					
	Paying Fund			Cash Account					Amount
	215 - Streets - Grant Funded Projects			215.11000 (Cash)					\$150,529.20
128779	02/25/2021	Open		Accounts Payable	Accounts Payable	AFLAC	\$4,250.14		
	Invoice			Description					Amount
	258887		02/19/2021	INDIVIDUAL FEBRUARY 2021					\$4,250.14
	Paying Fund			Cash Account					Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)					\$4,250.14
128780	02/25/2021	Open		Accounts Payable	Accounts Payable	AGEE CONSTRUCTION CORPORATION	\$251,279.18		
	Invoice			Description					Amount
	PP19/CP0828		02/19/2021	0828 SR-99/Fulkerth Rd Interchange - Dec 2020					\$251,279.18
	Paying Fund			Cash Account					Amount
	305 - Capital Facility Fees			305.11000 (Cash)					\$251,279.18
128781	02/25/2021	Open		Accounts Payable	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$219.61		
	Invoice			Description					Amount
	2414983		02/19/2021	Full Service Maintenance for OCE TDS450 - Feb 2021					\$219.61
	Paying Fund			Cash Account					Amount
	502 - Engineering			502.11000 (Cash)					\$219.61
128782	02/25/2021	Open		Accounts Payable	Accounts Payable	AT&T / CALNET 3	\$480.47		
	Invoice			Description					Amount
	000016037420		02/24/2021	BAN #9391034842 / PSF Phones 2096323265 (1/13 - 2/12/21)					\$480.47
	Paying Fund			Cash Account					Amount
	110 - General Fund			110.11000 (Cash)					\$480.47
128783	02/25/2021	Open		Accounts Payable	Accounts Payable	AT&T MOBILITY	\$45.73		
	Invoice			Description					Amount
	7796X02162021		02/24/2021	992507796 / PD-IT Line					\$45.73
	Paying Fund			Cash Account					Amount
	110 - General Fund			110.11000 (Cash)					\$45.73
128784	02/25/2021	Open		Accounts Payable	Accounts Payable	BALSWICK'S TIRE SHOP INC	\$342.11		
	Invoice			Description					Amount
	01-191604		02/19/2021	PK13-4410					\$342.11
	Paying Fund			Cash Account					Amount
	110 - General Fund			110.11000 (Cash)					\$342.11
128785	02/25/2021	Open		Accounts Payable	Accounts Payable	BONANDER TRUCKS	\$307.73		
	Invoice			Description					Amount
	247738		02/19/2021	POL19-1351					\$34.79
	247764		02/19/2021	POL19-1336					\$168.52
	247711		02/19/2021	POL19-1336					\$104.42
	Paying Fund			Cash Account					Amount

Payment Register

From Payment Date: 2/19/2021 - To Payment Date: 2/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128786	02/25/2021	Open		110.11000 (Cash)	Accounts Payable	BSK & ASSOCIATES	\$1,928.50		\$307.73
	Invoice								
	0093801		02/19/2021	SR01, 20-009 Well 38 Arsenic Mitigation & ICF Treatment 1/31/21	Cash Account				Amount
	Paying Fund								\$1,928.50
	420 - WATER			420.11000 (Cash)					Amount
128787	02/25/2021	Open		110.11000 (Cash)	Accounts Payable	BURTON'S FIRE, INC	\$36,448.42		
	Invoice								
	W 78948		02/22/2021	T-31 ANNUAL SERVICE FOR BODY					Amount
	W 79426		02/22/2021	E-33 COOLANT HOSE					\$35,130.39
	W 79407		02/22/2021	E-31 COOLANT SENDER					\$386.92
	W 79423		02/22/2021	E-33 COOLANT SENDER					\$419.44
	W 79421		02/22/2021	E-31 RIGHT WINDSHIELD					\$181.70
	Paying Fund								\$329.97
	110 - General Fund			110.11000 (Cash)					Amount
128788	02/25/2021	Open		110.11000 (Cash)	Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$27.33		
	Invoice								
	02152021VALADEZ		02/18/2021	2-15-21 PAYROLL ATTACHMENT FOR ACCT#100-036551	Cash Account				Amount
	Paying Fund								\$27.33
	104 - Payroll Clearing Fund			104.11000 (Cash)					Amount
128789	02/25/2021	Open		110.11000 (Cash)	Accounts Payable	CAROLLO ENGINEERS	\$92,220.55		
	Invoice								
	0194748		02/18/2021	December 2020	Cash Account				Amount
	Paying Fund								\$92,220.55
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					Amount
128790	02/25/2021	Open		110.11000 (Cash)	Accounts Payable	CDW LLC	\$10.85		
	Invoice								
	5658087		02/24/2021	SURFACE PRO 7 FOR CM					Amount
	7603603		02/24/2021	SWITCH AND VGA C					\$1,148.64
	7530366		02/24/2021	NETGEAR 8PT - SWITCH AND VGA C					\$131.69
	5888612		02/24/2021	CREDIT MEMO - SURF PRO X KEYBOARD FOR CM					\$53.98
	6269167		02/24/2021	CREDIT MEMO - SURF PRO X COMPUTER FOR CM					(\$125.42)
	Paying Fund								(\$1,198.04)
	110 - General Fund			110.11000 (Cash)					Amount
	242 - Computer Replacement			242.11000 (Cash)					(\$174.82)
128791	02/25/2021	Open		110.11000 (Cash)	Accounts Payable	CENTRAL VALLEY CONCRETE	\$1,226.10		
	Invoice								
	156670		02/19/2021	Aggregates, Asphaltic Concrete and Related Materials					Amount
	157516		02/19/2021	SEWER TRENCH JOBS					\$726.10
	Paying Fund								\$500.00
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					Amount
									\$1,226.10

Payment Register

From Payment Date: 2/19/2021 - To Payment Date: 2/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128792	02/25/2021	Open		02/24/2021	Accounts Payable	CHAMPION INDUSTRIAL	\$364.00		
	Invoice								
	67206				Preventative Maintenance & Filter Change-out - DEC 2020				
					Cash Account				
					410.11000 (Cash)				
					501.11000 (Cash)				
128793	02/25/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$70.00		
	Invoice								
	0703380021621			02/24/2021	8203 13 001 0703380 / IT Internet				
					Cash Account				
					501.11000 (Cash)				
128794	02/25/2021	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$3,265.92		
	Invoice								
	62862			02/19/2021	Unarmed Security Services for Transit Center 2/08/21- 2/14/21				
					Cash Account				
					426.11000 (Cash)				
128795	02/25/2021	Open			Accounts Payable	CRIVELLI PROMOTIONAL ITEMS INC	\$533.98		
	Invoice								
	38485			02/17/2021	Finance Polos - Crivelli's				
					Cash Account				
					204.11000 (Cash)				
					420.11000 (Cash)				
128796	02/25/2021	Open			Accounts Payable	DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING)	\$225.00		
	Invoice								
	E 1772014 SA			02/16/2021	CONVEYANCE INSPECTION				
					Cash Account				
					110.11000 (Cash)				
128797	02/25/2021	Open			Accounts Payable	EAST SAN JOAQUIN WATER QUALITY COALITION	\$66.00		
	Invoice								
	2021 Supp			02/18/2021	2021 Supplemental Invoice for Nitrate Control Program				
					Cash Account				
					410.11000 (Cash)				
128798	02/25/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$839.83		
	Invoice								
	S5173897.001			02/18/2021	PARTS FOR CLARIFIER #4 TIMER JOB				
					STREET LIGHTS MATERIALS FOR NEW DISCONNECT ON CENTER ST				
					SUPPLIES				
					SUPPLIES				
					LIGHT FOR WQC BULB				
					Supplies				
					Supplies				
					Cash Account				

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128799	02/25/2021	Open		246 - 11000 (Cash)	Accounts Payable	FARIA, JAMIE	\$142.00		
	Invoice			246 - 11000 (Cash)			\$477.66		
	Paying Fund			410 - 11000 (Cash)			\$362.17		
128800	02/25/2021	Open		2-15-21 PAYROLL ATTACHMENT	Accounts Payable	FEDERAL EXPRESS	\$200.31		
	Invoice			2-15-21 PAYROLL ATTACHMENT			\$200.31		
	Paying Fund			104 - Payroll Clearing Fund			\$142.00		
128801	02/25/2021	Open		SHIPPING CHARGES 2-19-21	Accounts Payable	FISHER SCIENTIFIC PRO INC	\$37.11		
	Invoice			SHIPPING CHARGES 2-19-21			\$37.11		
	Paying Fund			110 - General Fund			\$146.53		
	Paying Fund			420 - WATER			\$53.78		
128802	02/25/2021	Open		LAB SUPPLIES	Accounts Payable	GARTON TRACTOR INC	\$1,388.78		
	Invoice			LAB SUPPLIES			\$1,388.78		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$37.11		
128803	02/25/2021	Open		PARTS AND SERVICE	Accounts Payable	GENFARE	\$525.92		
	Invoice			PARTS AND SERVICE			\$525.92		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$1,388.78		
128804	02/25/2021	Open		QUARTERLY WASTEWATER SAMPLES	Accounts Payable	GEOANALYTICAL LAB INC	\$3,123.50		
	Invoice			QUARTERLY WASTEWATER SAMPLES			\$3,123.50		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$94.50		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$36.75		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$35.00		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$780.00		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$94.50		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$155.00		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$162.75		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$1,300.00		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$465.00		
128805	02/25/2021	Open		FUEL FOR FIRE #3	Accounts Payable	GOMES & SONS INC, JOE M	\$36,137.05		
	Invoice			FUEL FOR FIRE #3			\$1,542.76		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$1,316.75		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$1,316.75		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$1,542.76		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)			\$17,082.51		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39543			02/24/2021		CUST #24090 - Fuel Expense for 2/1/21 - 2/15/21		\$17,511.78		
					Cash Account		Amount		
					110 - 11000 (Cash)		\$19,758.88		
					205 - 11000 (Cash)		\$197.76		
					217 - 11000 (Cash)		\$2,659.64		
					246 - 11000 (Cash)		\$944.89		
					405 - 11000 (Cash)		\$158.27		
					410 - 11000 (Cash)		\$3,715.84		
					420 - 11000 (Cash)		\$3,837.90		
					425 - 11000 (Cash)		\$918.14		
					426 - 11000 (Cash)		\$3,639.14		
					502 - 11000 (Cash)		\$306.59		
128806	02/25/2021	Open			Accounts Payable	GRAINGER INC, W W	\$100.98		
					Invoice		Amount		
					9784700248	DEPARTMENT SUPPLIES	\$100.98		
					Paying Fund		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$100.98		
128807	02/25/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$2,298.90		
					Invoice		Amount		
					463226	FLOAT LINES	\$715.12		
					463129	DECANT PUMP FLOAT LINE	\$934.99		
					463205	NEW PUMP AND MATERIALS FOR SEWER 4 KILROY	\$243.88		
					458533	SUPPLIES	\$149.27		
					463123	SUPPLIES	\$255.64		
					Paying Fund		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$2,298.90		
128808	02/25/2021	Open			Accounts Payable	HILMAR READY MIX	\$107.88		
					Invoice		Amount		
					10708	281 E OLIVE	\$107.88		
					Paying Fund		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$107.88		
128809	02/25/2021	Open			Accounts Payable	IMSA	\$160.00		
					Invoice		Amount		
					GARCIA-FY20/21	RECERT FOR RAY GARICA SIGMARKINGS II	\$80.00		
					HAGGSTROMFY20/21	RECERT FOR SCOTT HAGGSTROM SIGNSMARKINGS II	\$80.00		
					Paying Fund		Amount		
					217 - Streets - Gas Tax		\$80.00		
					246 - Landscape Assessment		\$80.00		
128810	02/25/2021	Open			Accounts Payable	JOAQUIN ROSE, INC, B & B FLUID POWER	\$497.25		
					Invoice		Amount		
					00272974	PK13-4410	\$497.25		
					Paying Fund		Amount		
					110 - General Fund		\$497.25		

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128811	02/25/2021	Open					JORGENSEN & CO INC	\$288.97	\$288.97	
	Invoice									
	5921299		02/24/2021		FIRE #3 ANNUAL FIRE EXTINGUISHER MAINTENANCE	Accounts Payable				
	5920959		02/24/2021		FIRE #1 NEW FIRE EXTINGUISHER & MAINTENANCE	Accounts Payable		\$121.69		
	5921300		02/24/2021		FIRE #3 ANNUAL FIRE EXTINGUISHER MAINTENANCE	Accounts Payable		\$92.78		
	5923888		02/24/2021		FIRE #4 FIRE EXTINGUISHER PARTS	Accounts Payable		\$30.00		
	5921295		02/24/2021		FIRE #4 FIRE EXTINGUISHER ANNUAL MAINTENANCE	Accounts Payable		\$20.50		
					Cash Account			\$24.00		
					110.11000 (Cash)			Amount		
								\$288.97		
128812	02/25/2021	Open				Accounts Payable	LEHIGH HANSON INC	\$127.99		
	Invoice									
	2211289		02/16/2021		ASPHALT FOR STREETS	Accounts Payable				
					Cash Account			\$127.99		
					219.11000 (Cash)			Amount		
								\$127.99		
128813	02/25/2021	Open				Accounts Payable	MAZE & ASSOCIATES	\$6,375.00		
	Invoice									
	39050		02/16/2021		Audit Services for the 2019-20 fiscal year audit	Accounts Payable				
					Cash Account			\$6,375.00		
					110.11000 (Cash)			Amount		
								\$1,402.50		
					255.11000 (Cash)			\$956.25		
					405.11000 (Cash)			\$318.75		
					410.11000 (Cash)			\$1,593.75		
					420.11000 (Cash)			\$1,593.75		
					502.11000 (Cash)			\$318.75		
					621.11000 (Cash)			\$191.25		
128814	02/25/2021	Open				Accounts Payable	MGT OF AMERICA INC	\$4,600.00		
	Invoice									
	39069		02/24/2021		FY 20/21 SB90 STATE MANDATED REIMBURSEMENT CLAIMING SERVICES	Accounts Payable				
					Cash Account			\$4,600.00		
					110.11000 (Cash)			Amount		
								\$4,600.00		
128815	02/25/2021	Open				Accounts Payable	MME	\$758.52		
	Invoice									
	0156741-IN		02/19/2021		ST13-7120	Accounts Payable				
								\$379.26		
	0156799-IN		02/19/2021		ST13-7120	Accounts Payable				
								\$379.26		
					Cash Account			Amount		
					217.11000 (Cash)			\$758.52		
128816	02/25/2021	Open				Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$319.05		
	Invoice									
	IN1541107		02/18/2021		SCBA REPAIR	Accounts Payable				
					Cash Account			\$319.05		
					410.11000 (Cash)			Amount		
								\$319.05		

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128817	02/25/2021	Open				NAPA AUTO PARTS	\$64.66		
	Invoice								
	757968		02/19/2021		QD ELECTRONIC CLEANER		\$64.66		
	Paying Fund								
	425 - Transit - Dial-A-Ride				Cash Account		\$64.66		
	425.11000 (Cash)								
128818	02/25/2021	Open				NESTLE WATERS NORTH AMERICA	\$408.74		
	Invoice								
	01B0033242363		02/16/2021		UTILITIES 1/7/21-2/6/21		\$83.56		
	01B0033242330		02/16/2021		FLEET MAINTENANCE 1/7/21-2/6/21		\$38.13		
	01B0033242389		02/16/2021		WASTE MGMT WATER TREATMENT 1/7/21-2/6/21		\$106.54		
	01B0033242397		02/16/2021		ELECTRICAL MAINTENANCE 1/7/21-2/6/21		\$74.67		
	01B0033258518		02/16/2021		WATER RESOURCE BUILDING 1/7/21-2/6/21		\$34.04		
	01B0033309543		02/16/2021		FACILITY MAINTENANCE 1/7/21-2/6/21		\$71.80		
	Paying Fund								
	110 - General Fund				Cash Account		\$35.90		
	246 - Landscape Assessment				110.11000 (Cash)		\$35.90		
	410 - WATER QUALITY CONTROL (WQC)				246.11000 (Cash)		\$336.94		
128819	02/25/2021	Open				NEXT LEVEL PARTS INC	\$1,773.89		
	Invoice								
	8577-345947		02/19/2021		BODY NUT-NYLON RIVET		\$51.24		
	8577-346174		02/19/2021		POL19-1351		\$49.52		
	8577-346108		02/19/2021		AD05-0415		\$29.78		
	8577-346554		02/19/2021		FNY 38073		\$14.84		
	8577-346633		02/19/2021		MMM 03410		\$50.45		
	8577-346466		02/19/2021		TRA15-1041PP		\$17.83		
	8577-346516		02/19/2021		WT18-525		\$17.71		
	8577-346669		02/19/2021		VEHICLE 1336		\$109.12		
	8577-346687		02/19/2021		NOTE 1040PP		\$272.05		
	8577-345117		02/19/2021		AD06-0419		\$15.03		
	8577-345553		02/19/2021		POL19-1336		\$150.48		
	8577-345322		02/19/2021		NOTE 1042PP		\$47.57		
	8577-345369		02/19/2021		FR08-286		\$18.39		
	8577-345371		02/19/2021		TRA17-1047P		\$12.44		
	8577-345480		02/19/2021		POL16-1304		\$15.26		
	8577-345501		02/19/2021		EL06-612		\$20.28		
	8577-345596		02/19/2021		EC BP22C		\$15.75		
	8577-345319		02/19/2021		POL16-1308		\$15.26		
	8577-345591		02/19/2021		VEHICLE #1050PP		\$17.83		
	8577-345904		02/19/2021		FR17-292		\$17.71		
	8577-345903		02/19/2021		FR17-292		\$143.71		
	8577-345293		02/19/2021		WT03-521		\$121.37		
	8577-345149		02/19/2021		ST90-728		\$10.35		
	8577-346285		02/19/2021		EL09-602		\$105.18		
	8577-346293		02/19/2021		TRA15-1039PP		\$15.86		
	8577-346017		02/19/2021		ST19-7189		\$31.68		
	8577-346018		02/19/2021		POL16-1301		\$15.26		
	8577-346410		02/19/2021		BEP 24-6		\$150.48		
	8577-345973		02/19/2021		LTG G6002		\$69.57		
	8577-346354		02/19/2021		CL20-860		\$120.12		

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	8577-346435		02/19/2021	PK03-4227	Cash Account				\$41.77
	Paying Fund				110.11000 (Cash)				Amount
	110 - General Fund				217.11000 (Cash)				\$802.28
	217 - Streets - Gas Tax				246.11000 (Cash)				\$42.03
	246 - Landscape Assessment				410.11000 (Cash)				\$44.81
	410 - WATER QUALITY CONTROL (WQC)				420.11000 (Cash)				\$245.58
	420 - WATER				425.11000 (Cash)				\$139.08
	425 - Transit - Dial-A-Ride				426.11000 (Cash)				\$418.60
	426 - Transit - Fixed Route								\$81.51
128820	02/25/2021	Open			Accounts Payable	NVB EQUIPMENT INC	\$803.06		
	Invoice				TRA19-1064P				Amount
	SH54531		02/19/2021		Cash Account				\$803.06
	Paying Fund				426.11000 (Cash)				Amount
	426 - Transit - Fixed Route								\$803.06
128821	02/25/2021	Open			Accounts Payable	ON THE SPOT DESIGN	\$69.04		
	Invoice				AD20-4780, PED20-956, PK20-4538, SC20-963				Amount
	1993		02/19/2021		Cash Account				\$69.04
	Paying Fund				110.11000 (Cash)				Amount
	110 - General Fund				205.11000 (Cash)				\$17.26
	205 - Sports Facilities				246.11000 (Cash)				\$34.52
	246 - Landscape Assessment								\$17.26
128822	02/25/2021	Open			Accounts Payable	OREILLY AUTO PARTS	\$449.35		
	Invoice								Amount
	2800-458659		02/19/2021		EL99-669				\$108.16
	2800-459562		02/19/2021		POL16-1300				\$341.19
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$341.19
	410 - WATER QUALITY CONTROL (WQC)								\$108.16
128823	02/25/2021	Open			Accounts Payable	P G & E	\$100.68		
	Invoice								Amount
	FIRE#4 2-12-21		02/24/2021		7556584382-0 / 2820 N Walnut-Fire #4				\$100.68
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$100.68
128824	02/25/2021	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$4,517.81		
	Invoice								Amount
	056563724		02/19/2021		Pipe and Pipe Fittings				\$4,517.81
	Paying Fund				Cash Account				Amount
	420 - WATER				420.11000 (Cash)				\$4,517.81
128825	02/25/2021	Open			Accounts Payable	PAUL'S GLASS CO	\$2,827.00		
	Invoice								Amount
	27781		02/16/2021		SNEEZERS IN COUNCIL CHAMBERS				\$2,827.00
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$2,827.00
128826	02/25/2021	Open			Accounts Payable	R3 Consulting Group, Inc.	\$7,287.50		
	Invoice								Amount
	10168		02/09/2021		SOLID WASTE RATE AND FEE STUDY - JANUARY 2021				\$4,905.00

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	10174		02/09/2021		SUPPORT FOR COMPLIANCE WITH STATE REGS FOR SERVICES THRU 1-31-21		\$2,382.50		
					Cash Account				
					204.11000 (Cash)		\$7,287.50		
128827	02/25/2021	Open			Accounts Payable	REED INC, GEORGE	\$395.71		
					Invoice				
					100230164	ASPHALT FOR STREETS	Amount		
					100230262	ASPHALT FOR STREETS	\$127.38		
					100230366	ASPHALT FOR STREETS	\$165.66		
					Paying Fund		\$102.67		
					219 - SB1 Road Maint & Rehab Account		Amount		
					219.11000 (Cash)		\$395.71		
128828	02/25/2021	Open			Accounts Payable	RINCON CONSULTANTS, INC.	\$16,107.50		
					Invoice				
					26769	CONSULTING MGMT FOR PROJECT HORNET	Amount		
					27655	CONSULTING MGMT FOR PROJECT HORNET	\$2,773.75		
					Paying Fund		\$13,333.75		
					110 - General Fund		Amount		
					110.11000 (Cash)		\$16,107.50		
128829	02/25/2021	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,388.86		
					Invoice				
					3022319370	BLD14-358	Amount		
					3022324942	WEATHERSTRIP	\$442.86		
					3022440166	POL15-1140	\$51.67		
					3022353248	POL1309	\$118.66		
					3022344381	TRA15-650PP	\$74.32		
					3022222979	HOSE - HEATER WATER	\$158.33		
					3022228706	LOCK CYLINDER	\$34.09		
					3022261142	TRA15-1045P	\$52.75		
					3022264363	POL16-1308	\$104.42		
					3022188421	EL20-627	\$164.49		
					3022171851	OP18-624	\$98.21		
					3022204092	POL16-1300	\$382.47		
					3022227121	POL16-1300	\$162.78		
					3022191178	MOTOR/COOLING BLOWER	\$151.03		
					3022187995	CREDIT MEMO	\$87.27		
					3022156330	POL16-1300	(\$87.27)		
					3022154726	TRA15-1045P	\$91.03		
					Paying Fund		\$301.73		
					110 - General Fund		Amount		
					110.11000 (Cash)		\$813.96		
					205 - Sports Facilities		\$52.75		
					246 - Landscape Assessment		\$34.09		
					410 - WATER QUALITY CONTROL (WQC)		\$923.56		
					426 - Transit - Fixed Route		\$564.48		
128830	02/25/2021	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$577.00		
					Invoice				
					N144157	21/22 ANNUAL PERMITS TO OPERATE - FAC ID N5980	Amount		
					Paying Fund		\$577.00		
						Cash Account	Amount		

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128831	02/25/2021	Open		420.11000 (Cash)	Accounts Payable	SHARPENING SHOP	\$176.24		\$176.24
	Invoice								
	341566		02/16/2021						
	341567		02/16/2021						
	Paying Fund								
	110 - General Fund								
									\$577.00
128832	02/25/2021	Open		420.11000 (Cash)	Accounts Payable	SHORE CHEMICAL COMPANY	\$142.41		\$142.41
	Invoice								
	58420		02/19/2021						
	Paying Fund								
	420 - WATER								
128833	02/25/2021	Open		420.11000 (Cash)	Accounts Payable	STANISLAUS COUNTY	\$465.55		\$465.55
	Invoice								
	55551		02/09/2021						
	Paying Fund								
	420 - WATER								
128834	02/25/2021	Open		420.11000 (Cash)	Accounts Payable	STERICYCLE INC	\$175.18		\$175.18
	Invoice								
	3005386975		02/22/2021						
	3005308523		02/22/2021						
	3005386971		02/22/2021						
	3005424168		02/22/2021						
	3005346625		02/22/2021						
	Paying Fund								
	110 - General Fund								
									\$439.13
128835	02/25/2021	Open		2-15-21 PAYROLL ATTACHMENT	Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		\$439.13
	Invoice								
	02152021BECCHETT		02/18/2021						
	Paying Fund								
	104 - Payroll Clearing Fund								
128836	02/25/2021	Open		104.11000 (Cash)	Accounts Payable	T I D	\$287,984.60		\$287,984.60
	Invoice								
	083201 - FEB 21		02/24/2021						
	183201 - FEB 21		02/24/2021						
	283201 - FEB 21		02/24/2021						
	383201 - FEB 21		02/24/2021						
	483201 - FEB 21		02/24/2021						
	683201 - FEB 21		02/24/2021						
	773201 - FEB 21		02/24/2021						
	873201 - FEB 21		02/24/2021						
	973201 - FEB 21		02/24/2021						
	Paying Fund								
	110 - General Fund								
	205 - Sports Facilities								
	216 - Streets - Local Transportation								
	246 - Landscape Assessment								
									\$20,244.31
									\$1,015.07
									\$26,317.95
									\$13,377.25

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128837	02/25/2021	Open		410.11000 (Cash)	Accounts Payable	TANK TOWN MEDIA LLC	\$291.00		
	Invoice			Description			Amount		
	74958		02/17/2021	PT Wastewater Plant Operator Attendant			\$145.50		
	74957		02/17/2021	PT Water Conservation Worker			\$145.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$145.50		
	420 - WATER			420.11000 (Cash)			\$145.50		
128838	02/25/2021	Open		Accounts Payable	Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$19,931.50		
	Invoice			Description			Amount		
	JANUARY 31 2021		02/16/2021	STREET SWEEPING			\$19,931.50		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$7,972.60		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$11,958.90		
128839	02/25/2021	Open		Accounts Payable	Accounts Payable	UNIVAR SOLUTIONS USA INC	\$4,776.50		
	Invoice			Description			Amount		
	48950918		02/16/2021	Sodium Bisulfite			\$4,776.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,776.50		
128840	02/25/2021	Open		Accounts Payable	Accounts Payable	US BANK OFFICE EQUIPMENT	\$66.44		
	Invoice			Description			Amount		
	436038079		02/24/2021	Lease Agreement for Payroll Copier 02/09/21-03/08/21			\$66.44		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$66.44		
128841	02/25/2021	Open		Accounts Payable	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00		
	Invoice			Description			Amount		
	12-2630		02/19/2021	Project Management Software Tool for Capital Projects - Feb 2021			\$500.00		
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			\$500.00		
128842	02/25/2021	Open		Accounts Payable	Accounts Payable	WALKER ASSOC INC, LARRY	\$4,182.00		
	Invoice			Description			Amount		
	00339.05-49		02/18/2021	December 2020			\$2,200.50		
	00339.08-6		02/18/2021	December 2020			\$1,981.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,182.00		
128843	02/25/2021	Open		Accounts Payable	Accounts Payable	WEST STEEL & PLASTIC	\$86.30		
	Invoice			Description			Amount		
	399842		02/16/2021	22 GA GALV SHEET			\$86.30		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$86.30		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128844	02/25/2021	Open			Invoice		WEST YOST ASSOCIATES	\$9,241.50		
	2043803		02/24/2021		2020 UWMP - January 2-February 5, 2021			\$9,241.50		
					Paying Fund	Cash Account				
					420 - WATER	420.11000 (Cash)		\$9,241.50		
128845	02/25/2021	Open			Invoice		WEXBANK	\$63.66		
	70181996		02/24/2021		SHELL FUEL - 2-15-21 STATEMENT			\$63.66		
					Paying Fund	Cash Account				
					110 - General Fund	110.11000 (Cash)		\$63.66		
128846	02/25/2021	Open			Invoice		WILLE ELECTRIC SUPPLY INC	\$139.23		
	S2013710.001		02/16/2021		Parts for clarifier #4 lime clock job			\$139.23		
					Paying Fund	Cash Account				
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$139.23		
128847	02/25/2021	Open			Invoice		WILLIE'S PIZZA & WINGS, INC.	\$6,750.00		
	COVID19		12/18/2020		Turlock COVID-19 Small Business Grant			\$6,750.00		
					Paying Fund	Cash Account				
					110 - General Fund	110.11000 (Cash)		\$6,750.00		
128848	02/25/2021	Open			Invoice		ZALCO LABORATORIES INC	\$250.00		
	2101013		02/18/2021		LAB SUPPLIES			\$250.00		
					Paying Fund	Cash Account				
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$250.00		
128849	02/25/2021	Open			Invoice		ZEE MEDICAL SERVICE CO	\$303.50		
	66273760		02/24/2021		MEDICAL SUPPLIES FOR OPERATIONS			\$63.97		
					66273763	02/24/2021		\$100.32		
					66273758	02/24/2021		\$139.21		
					Paying Fund	Cash Account				
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$203.18		
					502 - Engineering	502.11000 (Cash)		\$100.32		
128850	02/25/2021	Open			Invoice		ADAME, ASHLEY	\$840.00		
	TR 4549 PER DIEM		02/17/2021		PUBLIC SAFETY DISPATCHER COURSE - 3/8 TO 3/26 - NAPA, CA			\$840.00		
					Paying Fund	Cash Account				
					110 - General Fund	110.11000 (Cash)		\$840.00		
128851	02/25/2021	Open			Invoice		ALL AMERICAN PLUMBING HEATING & AIR INC	\$5,342.70		
	EP21-032E		02/22/2021		IMPROVEMENT SECURITY REFUND EP21-032E			\$5,342.70		
					Paying Fund	Cash Account				
					110 - General Fund	110.11000 (Cash)		\$5,342.70		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128852	02/25/2021	Open			Accounts Payable	Maldonado , Aaron	\$50.00		
	Invoice								
	831263		02/11/2021		REIMBURSEMENT - WTPO1			\$50.00	
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$50.00	
128853	02/25/2021	Open			Accounts Payable	McGREGOR, SIERRA	\$960.00		
	Invoice								
	TR 4548 PER DIEM		02/19/2021		PUBLIC SAFETY BASIC DISPATCH COURSE - SAN			\$960.00	
	Paying Fund				JOSE - 2/29 TO 3/19				
	110 - General Fund				Cash Account			\$960.00	
128854	02/25/2021	Open			Accounts Payable	SRPSTC	\$450.00		
	Invoice								
	TR 4548 TUITION		02/19/2021		PUBLIC SAFETY BASIC DISPATCH COURSE SAN			\$450.00	
	Paying Fund				JOSE 3/1-3/19 MCGREGOR				
	110 - General Fund				Cash Account			\$450.00	
128855	02/25/2021	Open			Accounts Payable	SRPSTC	\$850.00		
	Invoice								
	TR 4551 TUITION		02/19/2021		Supervisory Course 3/22/21-4/2/21 Stapler & Watson			\$850.00	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$850.00	
128856	02/25/2021	Open			Accounts Payable	Smith, Bradley & Jaime	\$41.10		
	Invoice								
	478 High St		02/19/2021		Overage payment for FTHB Loan - 478 High St.			\$41.10	
	Paying Fund				Cash Account				
	257 - State HOME Funds				257.11000 (Cash)			\$41.10	
128857	02/25/2021	Open			Accounts Payable	STAPLER, MIKE	\$640.00		
	Invoice								
	TR 4551 PER DIEM		02/19/2021		SUPERVISORY COURSE - MONTEREY - 3/22 TO 4/2			\$640.00	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$640.00	
128858	02/25/2021	Open			Accounts Payable	Taylor, Kenneth	\$192.00		
	Invoice								
	TR4550PerDiem		02/16/2021		American Crane School 3/1-3/3/2021			\$192.00	
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$192.00	
128859	02/25/2021	Open			Accounts Payable	WATSON, JASON	\$640.00		
	Invoice								
	TR 4551 PER DIEM		02/19/2021		SUPERVISORY COURSE - MONTEREY - 3/22 TO 4/2			\$640.00	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$640.00	
Type Check Totals:							\$989,717.07		
AP - Accounts Payable Totals							\$989,717.07		
							90 Transactions		
							Open	90	\$0.00
							Reconciled	0	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		\$0.00	\$0.00	
					Stopped		\$0.00	\$0.00	
					Total		\$989,717.07	\$0.00	
All									
		Status	Count		Transaction Amount		Reconciled Amount		
		Open	90		\$989,717.07		\$0.00		
		Reconciled	0		\$0.00		\$0.00		
		Voided	0		\$0.00		\$0.00		
		Stopped	0		\$0.00		\$0.00		
		Total	90		\$989,717.07		\$0.00		
Checks									
		Status	Count		Transaction Amount		Reconciled Amount		
		Open	90		\$989,717.07		\$0.00		
		Reconciled	0		\$0.00		\$0.00		
		Voided	0		\$0.00		\$0.00		
		Stopped	0		\$0.00		\$0.00		
		Total	90		\$989,717.07		\$0.00		
All									
		Status	Count		Transaction Amount		Reconciled Amount		
		Open	90		\$989,717.07		\$0.00		
		Reconciled	0		\$0.00		\$0.00		
		Voided	0		\$0.00		\$0.00		
		Stopped	0		\$0.00		\$0.00		
		Total	90		\$989,717.07		\$0.00		

Grand Totals:

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128860	03/01/2021	Open			Utility Management Refund	CANTERO, YESICA	\$156.44		
			Account Number 228141-006	Description MOVE-OUT CREDIT		Transaction Date 03/01/2021	Transaction Type Refund		
			Paying Fund 420 - WATER	Cash Account 420.11000 (Cash)			Amount \$156.44		
128861	03/01/2021	Open			Utility Management Refund	GARCIA-SOSA, ROSA	\$22.80		
			Account Number 218057-004	Description MOVE-OUT CREDIT		Transaction Date 03/01/2021	Transaction Type Refund		
			Paying Fund 420 - WATER	Cash Account 420.11000 (Cash)			Amount \$22.80		
128862	03/01/2021	Open			Utility Management Refund	KOPECKI, HERBERT	\$44.31		
			Account Number 48135-001	Description MOVE-OUT CREDIT		Transaction Date 03/01/2021	Transaction Type Refund		
			Paying Fund 110 - General Fund	Cash Account 110.11000 (Cash)			Amount \$44.31		
128863	03/01/2021	Open			Utility Management Refund	OTSAR REALTY	\$258.55		
			Account Number 231088-002	Description MOVE-OUT CREDIT		Transaction Date 03/01/2021	Transaction Type Refund		
			Paying Fund 420 - WATER	Cash Account 420.11000 (Cash)			Amount \$258.55		
128864	03/01/2021	Open			Utility Management Refund	RUIZ, MARTIN	\$222.69		
			Account Number 109169-005	Description MOVE-OUT CREDIT		Transaction Date 03/01/2021	Transaction Type Refund		
			Paying Fund 420 - WATER	Cash Account 420.11000 (Cash)			Amount \$222.69		
128865	03/01/2021	Open			Utility Management Refund	SILVA, RONALD	\$166.92		
			Account Number 74934-003	Description MOVE-OUT CREDIT		Transaction Date 03/01/2021	Transaction Type Refund		
			Paying Fund 420 - WATER	Cash Account 420.11000 (Cash)			Amount \$166.92		
128866	03/01/2021	Open			Utility Management Refund	SILVEIRA, MONIQUE	\$256.29		
			Account Number 860530-004	Description MOVE-OUT CREDIT		Transaction Date 03/01/2021	Transaction Type Refund		
			Paying Fund 420 - WATER	Cash Account 420.11000 (Cash)			Amount \$256.29		
128867	03/01/2021	Open			Utility Management Refund	SUMNER, BRYTTANY	\$171.14		
			Account Number 413348-005	Description MOVE-OUT CREDIT		Transaction Date 03/01/2021	Transaction Type Refund		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128868	03/04/2021	Open			Cash Account 420.11000 (Cash)	AECOM TECHNICAL SERVICES INC	\$5,263.50		
	Invoice				Description	Amount			
	2000461872		02/26/2021		December 12, 2020-February 12, 2021	\$4,708.50			
	2000461862		02/26/2021		December 12, 2020-February 12, 2021	\$555.00			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$4,986.00			
	420 - WATER				420.11000 (Cash)	\$277.50			
128869	03/04/2021	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$1,344.06		
	Invoice				Description	Amount			
	A153546600		02/25/2021		GROUP FEBRUARY 2021	\$1,344.06			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$1,344.06			
128870	03/04/2021	Open			Accounts Payable	AMERICAN MESSAGING	\$24.17		
	Invoice				Description	Amount			
	R1061851VC		03/03/2021		Acct #R1-061851 - Police Department	\$11.47			
	R1061876VC		03/03/2021		Acct #R1-061876 - Fire Department	\$12.70			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$24.17			
128871	03/04/2021	Open			Accounts Payable	ANDREWS ELECTRIC MOTORS	\$268.04		
	Invoice				Description	Amount			
	82550		02/25/2021		Electric Motor for Tertiary Filters Back Wash Pump	\$268.04			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$268.04			
128872	03/04/2021	Open			Accounts Payable	Aramark Uniform Services	\$5,188.43		
	Invoice				Description	Amount			
	12/31/20		03/03/2021		UNIFORM RENTAL, MATS & LAUNDRY SERVICES- DEC 2020	\$2,617.39			
	01/31/21		03/03/2021		UNIFORM RENTAL, MATS & LAUNDRY SERVICES- JAN 2021	\$2,571.04			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$1,606.40			
	205 - Sports Facilities				205.11000 (Cash)	\$191.88			
	217 - Streets - Gas Tax				217.11000 (Cash)	\$253.72			
	246 - Landscape Assessment				246.11000 (Cash)	\$309.79			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$2,048.41			
	420 - WATER				420.11000 (Cash)	\$326.41			
	426 - Transit - Fixed Route				426.11000 (Cash)	\$45.76			
	505 - Fleet				505.11000 (Cash)	\$406.06			
128873	03/04/2021	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	\$257.25		
	Invoice				Description	Amount			
	1500-00675731		02/23/2021		DOT DRUM SET-UP & DEL	\$257.25			
	Paying Fund				Cash Account	Amount			
	217 - Streets - Gas Tax				217.11000 (Cash)	\$257.25			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128874	03/04/2021	Open			Invoice	Accounts Payable	AT&T MOBILITY	\$3,732.13		
	5677X02272021		03/03/2021		287262975677 / WQC/Utilities Phones/Data, Eng & Transit Data SJM			\$764.56		
	5728X02272021		03/03/2021		287262975728 / IT & WQC			\$367.46		
	4412x02272021		03/03/2021		995824412 / Aircards			\$2,600.11		
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)			\$2,470.42		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$747.43		
	420 - WATER				420.11000 (Cash)			\$304.21		
	501 - Information Technology				501.11000 (Cash)			\$166.84		
	502 - Engineering				502.11000 (Cash)			\$43.23		
128875	03/04/2021	Open			Invoice	Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$15,072.22		
	613497		02/22/2021		Labor Negotiations - December 2020			\$15,072.22		
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)			\$12,451.50		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$1,688.91		
	420 - WATER				420.11000 (Cash)			\$931.81		
128876	03/04/2021	Open			Invoice	Accounts Payable	BLX GROUP LLC	\$2,250.00		
	4161212928022321		03/03/2021		Prep of Interim Arbitrage Rebate Report, Period Ending 2/8/21			\$2,250.00		
	Paying Fund				Cash Account					
	621 - Successor Agency - Non LMI				621.11000 (Cash)			\$2,250.00		
128877	03/04/2021	Open			Invoice	Accounts Payable	BUREAU VERITAS NO AMERICA	\$72,728.25		
	1565105		02/19/2021		PLAN CHECK SERVICES FOR BP#19-1548			\$11,837.00		
	1564131		02/19/2021		PLAN CHECK SERVICES FOR BP#20-0756			\$1,233.75		
	1569069		02/19/2021		PLAN CHECK SERVICES FOR BP#19-1549			\$11,837.00		
	1569070		02/19/2021		PLAN CHECK SERVICES FOR BP#19-1553			\$11,837.00		
	1569071		02/19/2021		PLAN CHECK SERVICES FOR BP#20-0840			\$472.50		
	1569084		02/19/2021		PLAN CHECK SERVICES FOR BP#19-1550			\$11,837.00		
	1569085		02/19/2021		PLAN CHECK SERVICES FOR BP#19-1551			\$11,837.00		
	1569086		02/19/2021		PLAN CHECK SERVICES FOR BP#19-1552			\$11,837.00		
	Paying Fund				Cash Account					
	405 - Building				405.11000 (Cash)			\$72,728.25		
128878	03/04/2021	Open			Invoice	Accounts Payable	California Dept of Transportation	\$4,379.54		
	SL210380		02/26/2021		SIGNALS & LIGHTING BILLING OCT-DEC 2020			\$4,379.54		
	Paying Fund				Cash Account					
	216 - Streets - Local Transportation				216.11000 (Cash)			\$4,379.54		
128879	03/04/2021	Open			Invoice	Accounts Payable	CAROLLO ENGINEERS	\$230,706.68		
	0194258		02/25/2021		December 2020			\$150,937.05		
	0195772		02/25/2021		January 2021			\$56,953.50		
	0195256		02/25/2021		January 2021			\$22,816.13		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128880	03/04/2021	Open			410 - WATER QUALITY CONTROL (WQC)	CHARTER COMMUNICATIONS	\$339.96		
	Invoice								
	0763228022521		03/03/2021		8203 13 001 0763228 / IT Internet			\$80.00	
	0465535022221		03/03/2021		8203 13 001 0465535 / Admin Internet			\$84.98	
	0071896022321		03/03/2021		8203 13 005 0071896 / IT Internet			\$80.00	
	0695863022621		03/03/2021		8203 13 001 0695863 / 901 S Walnut Rd (WQC)			\$94.98	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$84.98	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$47.49	
	420 - WATER				420.11000 (Cash)			\$47.49	
	501 - Information Technology				501.11000 (Cash)			\$160.00	
128881	03/04/2021	Open			Accounts Payable	DF ENGINEERING INC	\$5,250.00		
	Invoice								
	23710		02/25/2021		SR05, 21-003 Fulkerth and Tegner Widening - thru 1/31/21			\$5,250.00	
	Paying Fund				Cash Account				
	305 - Capital Facility Fees				305.11000 (Cash)			\$5,250.00	
128882	03/04/2021	Open			Accounts Payable	Executive Appraisals, Inc.	\$400.00		
	Invoice								
	File No. 16305		02/26/2021		Property Appraisal for 591 Birchwood Way			\$400.00	
	Paying Fund				Cash Account				
	255 - CDBG				255.11000 (Cash)			\$400.00	
128883	03/04/2021	Open			Accounts Payable	FASTENAL COMPANY INC	\$84.41		
	Invoice								
	CATUR169876		02/26/2021		SLOW FILL COMP			\$84.41	
	Paying Fund				Cash Account				
	426 - Transit - Fixed Route				426.11000 (Cash)			\$84.41	
128884	03/04/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$4,044.00		
	Invoice								
	H1B1012		02/26/2021		MONTHLY WASTEWATER SAMPLES			\$31.50	
	H1B1602		02/26/2021		PROCESS CONTROL			\$90.00	
	H1B0104		02/26/2021		SEMI ANNUAL WATER SUPPLY			\$352.80	
	H1A1205		02/26/2021		WASTEWATER MONTHLY			\$654.75	
	H1B0814		02/26/2021		FOG STUDY			\$1,300.00	
	H1B0407		02/26/2021		DRINKING WATER WELL ANALYSIS			\$1,614.95	
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$2,429.05	
	420 - WATER				420.11000 (Cash)			\$1,614.95	
128885	03/04/2021	Open			Accounts Payable	GRANITE CONSTRUCTION COMPANY	\$27,922.21		
	Invoice								
	PP5/CP1544		02/25/2021		15-44 Rehabilitation of Hawkeye Avenue - Jan 2021			\$27,922.21	
	Paying Fund				Cash Account				
	215 - Streets - Grant Funded Projects				215.11000 (Cash)			\$27,922.21	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128886	03/04/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$579.74		
	Invoice								
	466018		02/26/2021			SUPPLIES	Amount		
	460966		02/26/2021			SUPPLIES	\$29.12		
	465080		02/26/2021			SUPPLIES	\$45.22		
	465145		02/26/2021			SUPPLIES	\$446.20		
	Paying Fund					Cash Account	\$59.20		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	Amount		
							\$579.74		
128887	03/04/2021	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$139,379.68		
	Invoice								
	S3398101		02/23/2021			BACKHOE LOADER	Amount		
	Paying Fund					Cash Account	\$139,379.68		
	506 - Vehicle/Equipment Replacement					506.11000 (Cash)	Amount		
							\$139,379.68		
128888	03/04/2021	Open			Accounts Payable	IMSA	\$80.00		
	Invoice								
	69556-FY20/21		02/23/2021			RECERT FOR WAYNE ROGERS SIGNS & MARKINGS III	Amount		
	Paying Fund					Cash Account	\$80.00		
	217 - Streets - Gas Tax					217.11000 (Cash)	Amount		
							\$80.00		
128889	03/04/2021	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$2,135.93		
	Invoice								
	140886		02/26/2021			Supplies	Amount		
	Paying Fund					Cash Account	\$2,135.93		
	216 - Streets - Local Transportation					216.11000 (Cash)	Amount		
							\$2,135.93		
128890	03/04/2021	Open			Accounts Payable	JORGENSEN & CO INC	\$2,759.30		
	Invoice								
	5921725		03/03/2021			WQC-FIRE EXT. SIX YEAR SERVICE (34QTY)	Amount		
	5921296		03/03/2021			ANNUAL SERVICE (50 QTY)	\$2,131.26		
	5921869		03/03/2021			ANNUAL FIRE EXTINGUISHER MAINTENANCE (7 QTY)	\$42.00		
	Paying Fund					FLEET MAINT-FIRE EXTINGUISHER MAINT/PARTS-VARIOUS DEPTS	Amount		
	110 - General Fund					Cash Account	\$586.04		
	410 - WATER QUALITY CONTROL (WQC)					110.11000 (Cash)	Amount		
	425 - Transit - Dial-A-Ride					410.11000 (Cash)	\$335.02		
	426 - Transit - Fixed Route					425.11000 (Cash)	\$2,131.26		
	03/04/2021	Open				426.11000 (Cash)	Amount		
							\$146.51		
	Invoice						\$146.51		
	2214153		02/24/2021			ASPHALT FOR STREETS	Amount		
	Paying Fund					Cash Account	\$92.38		
	219 - SBT Road Maint & Rehab Account					219.11000 (Cash)	Amount		
							\$92.38		
128891	03/04/2021	Open			Accounts Payable	LEHIGH HANSON INC	\$92.38		
	Invoice								
	49698867		02/24/2021			PULSAR PLUS BRIQUETTES	Amount		
	Paying Fund					Cash Account	\$1,117.15		
	110 - General Fund					110.11000 (Cash)	Amount		
							\$1,117.15		
128892	03/04/2021	Open			Accounts Payable	LINCOLN EQUIPMENT INC	\$1,117.15		
	Invoice								
	49698867		02/24/2021			PULSAR PLUS BRIQUETTES	Amount		
	Paying Fund					Cash Account	\$1,117.15		
	110 - General Fund					110.11000 (Cash)	Amount		
							\$1,117.15		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128893	03/04/2021	Open								
	Invoice									
	62337		03/03/2021	03/03/2021	LIMITED MAINTENANCE AGREEMENT (10/1/20 - 12/31/20)	Accounts Payable	MICROBIZ SECURITY COMPANY	\$7,571.14	\$7,571.14	
	63073		03/03/2021	03/03/2021	LIMITED MAINTENANCE AGREEMENT (1/1/21 - 3/31/21)					
	Paying Fund									
	501 - Information Technology				Cash Account					
	501 - Information Technology				501.11000 (Cash)					
128894	03/04/2021	Open								
	Invoice									
	104861124		02/22/2021	02/22/2021	Electrical Mechanical Technician	Accounts Payable	MODESTO BEE	\$1,201.40	\$1,201.40	
	104861139		02/22/2021	02/22/2021	Electrical Mechanical Technician					
	Paying Fund									
	420 - WATER				Cash Account					
	420 - WATER				420.11000 (Cash)					
128895	03/04/2021	Open								
	Invoice									
	17132		02/25/2021	02/25/2021	SR02, 15-65 Monte Vista Widening - srvs through 1/31/21	Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$2,090.50	\$2,090.50	
	Paying Fund									
	307 - NE Turlock Master Plan				Cash Account					
	307 - NE Turlock Master Plan				307.11000 (Cash)					
128896	03/04/2021	Open								
	Invoice									
	3751103		02/25/2021	02/25/2021	Landscape Architect Svs for Columbia Pool 1/4/21 - 2/7/21	Accounts Payable	O'DELL ENGINEERING, INC	\$417.50	\$417.50	
	Paying Fund									
	301 - Capital Improvements				Cash Account					
	301 - Capital Improvements				301.11000 (Cash)					
128897	03/04/2021	Open								
	Invoice									
	REC 2/25/21		03/03/2021	03/03/2021	2749172768-4 / 144 S Broadway	Accounts Payable	P G & E	\$89.08	\$89.08	
	Paying Fund									
	110 - General Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
128898	03/04/2021	Open								
	Invoice									
	27904		02/23/2021	02/23/2021	CARBONATE DIVIDER FOR FINANCE COUNTER	Accounts Payable	PAUL'S GLASS CO	\$2,033.50	\$2,033.50	
	Paying Fund									
	110 - General Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
128899	03/04/2021	Open								
	Invoice									
	PP4/CP1758		02/25/2021	02/25/2021	17-58 SRTS Ped Improvements, Various Locations 1/1/21 - 2/28/21	Accounts Payable	PHASE 1 CONSTRUCTION	\$254,399.41	\$254,399.41	
	Paying Fund									
	215 - Streets - Grant Funded Projects				Cash Account					
	215 - Streets - Grant Funded Projects				215.11000 (Cash)					
128900	03/04/2021	Open								
	Invoice									
	1G65418		02/25/2021	02/25/2021	Parts for clarifier #4 timer job	Accounts Payable	Platt Electric Supply	\$281.98	\$281.98	
	1H04983		02/25/2021	02/25/2021	Street lights materials for stock					
	Paying Fund									
	110 - General Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128901	03/04/2021	Open		246.11000 (Cash)	Accounts Payable	POLYDYNE INC	\$213.87		
	Invoice			410.11000 (Cash)			\$68.11		
	1516951		02/24/2021	Cationic Emulsion Polymer			Amount		
	1518391		02/25/2021	Anionic Emulsion Polymer			\$12,224.01		
	Paying Fund			Cash Account			\$1,305.58		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			Amount		
128902	03/04/2021	Open		Accounts Payable	Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$74,808.46		
	Invoice			Description			Amount		
	83743		02/24/2021	January 2021			\$23,667.28		
	83748		02/25/2021	January 2021			\$9,696.60		
	83747		02/25/2021	January 2021			\$41,444.58		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$74,808.46		
128903	03/04/2021	Open		Accounts Payable	Accounts Payable	REED INC, GEORGE	\$371.78		
	Invoice			Description			Amount		
	100230744		02/23/2021	ASPHALT FOR STREETS			\$166.45		
	100230837		02/23/2021	ASPHALT FOR STREETS			\$100.27		
	100230935		02/24/2021	ASPHALT FOR STREETS			\$105.06		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$371.78		
128904	03/04/2021	Open		Accounts Payable	Accounts Payable	RF MACDONALD CO INC	\$235.80		
	Invoice			Description			Amount		
	1219528		02/24/2021	Repair Kit			\$235.80		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$235.80		
128905	03/04/2021	Open		Accounts Payable	Accounts Payable	ROMEO MEDICAL CLINIC	\$15,250.00		
	Invoice			Description			Amount		
	25239_02012021		02/22/2021	COT Fire/General Services			\$15,250.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$15,250.00		
128906	03/04/2021	Open		Accounts Payable	Accounts Payable	STANISLAUS CO AUDITOR/CON	\$107,551.60		
	Invoice			Description			Amount		
	55529		03/01/2021	November 2020 Elections			\$107,551.60		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$107,551.60		
128907	03/04/2021	Open		Accounts Payable	Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$57.00		
	Invoice			Description			Amount		
	050-022-016		02/26/2021	NOE FILING FOR COLUMBIA PARK CEQA FINDING			\$57.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$57.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128908	03/04/2021	Open				Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$37.00		
	Invoice									
	071-025-008-000		02/26/2021		Reconveyance Filing Fee for 760 Berea Ct. - Martin			\$37.00		
	Paying Fund				Nazari-Anhar					
	257 - State HOME Funds				Cash Account			\$37.00		
					257.11000 (Cash)					
128909	03/04/2021	Open				Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$37.00		
	Invoice									
	050-024-007-000		02/26/2021		Reconveyance Filing Fee for 478 High St - Bradley & Jaime Smith			\$37.00		
	Paying Fund				Cash Account			\$37.00		
	257 - State HOME Funds				257.11000 (Cash)					
128910	03/04/2021	Open				Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$37.00		
	Invoice									
	050-028-006-000		02/26/2021		Reconveyance Filing Fee for 318 Vermont Ave. - Juana Estrada			\$37.00		
	Paying Fund				Cash Account			\$37.00		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)					
128911	03/04/2021	Open				Accounts Payable	T I D	\$115.76		
	Invoice									
	2/9/21		02/26/2021		Acct #583201000 Utilities 1/9/21-2/9/21			\$115.76		
	Paying Fund				Cash Account			\$62.08		
	255 - CDBG				255.11000 (Cash)			\$53.68		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)					
128912	03/04/2021	Open				Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$19,523.64		
	Invoice									
	281868		02/24/2021		Liquid Chlorine			\$14,721.04		
	281511		02/24/2021		Liquid Chlorine			\$7,360.52		
	281746		02/24/2021		Liquid Chlorine			\$14,721.04		
	282051		02/24/2021		Liquid Chlorine			\$14,721.04		
	282052		02/24/2021		Credit Memo			(\$8,000.00)		
	281747		02/24/2021		Credit Memo			(\$8,000.00)		
	281869		02/24/2021		Credit Memo			(\$8,000.00)		
	281388		02/24/2021		Credit Memo			(\$8,000.00)		
	Paying Fund				Cash Account			\$19,523.64		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
128913	03/04/2021	Open				Accounts Payable	The Walking Classroom Institute	\$6,350.00		
	Invoice									
	72829		02/24/2021		Walkits preloaded with 167 educational podcasts			\$6,350.00		
	Paying Fund				Cash Account			\$6,350.00		
	270 - Recreation Grants				270.11000 (Cash)					
128914	03/04/2021	Open				Accounts Payable	TURLOCK JOURNAL	\$1,750.00		
	Invoice									
	281417		02/22/2021		Summer Watering Schedule			\$1,750.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
128915	03/04/2021	Open			420.11000 (Cash)	UNITED RENTAL INC	\$1,750.00	\$1,637.82		
	Invoice				Accounts Payable					
	189558380-001		02/26/2021		SUPPLIES		\$1,517.82			
	189558380-002		02/26/2021		SUPPLIES		\$120.00			
	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,637.82			
128916	03/04/2021	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC		\$8,390.56		
	Invoice				Accounts Payable					
	48968011		02/24/2021		Sodium Bisulfite		\$4,170.19			
	48918244		02/25/2021		Sodium Bisulfite		\$4,220.37			
	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$8,390.56			
128917	03/04/2021	Open			Accounts Payable	VISION SERVICE PLAN CA		\$1,384.81		
	Invoice				Accounts Payable					
	811733225		02/25/2021		PREMIUMS MARCH 2021 - MANAGEMENT ADMIN		\$91.98			
	811733226		02/25/2021		PREMIUMS MARCH 2021 - TCEA		\$664.30			
	811733227		02/25/2021		PREMIUMS MARCH 2021 - CONFIDENTIAL ADMIN		\$20.44			
	811733228		02/25/2021		PREMIUMS MARCH 2021 - FIRE		\$153.30			
	811733229		02/25/2021		PREMIUMS MARCH 2021 - TAPO		\$342.37			
	811733230		02/25/2021		PREMIUMS MARCH 2021 - TMAPS		\$30.66			
	811733231		02/25/2021		PREMIUMS FEBRUARY 2021 - RETIREES		\$76.65			
	811733232		02/25/2021		PREMIUMS MARCH 2021 - COBRA ADMIN		\$5.11			
	Paying Fund				Cash Account					
	511 - Health Care				511.11000 (Cash)		\$1,384.81			
128918	03/04/2021	Open			Accounts Payable	VSS INTERNATIONAL INC		\$173,863.17		
	Invoice				Accounts Payable					
	PP1/CP20003		02/25/2021		20-003 Northeast Quadrant Rd Rehab 1/1/21 - 2/19/21		\$173,863.17			
	Paying Fund				Cash Account					
	218 - Measure L				218.11000 (Cash)		\$173,863.17			
128919	03/04/2021	Open			Accounts Payable	WALKER ASSOC INC, LARRY		\$2,086.50		
	Invoice				Accounts Payable					
	00339-05-50		02/24/2021		North Valley Regional Recycled Water Project		\$2,086.50			
	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,086.50			
128920	03/04/2021	Open			Accounts Payable	Esquer, Gil		\$232.96		
	Invoice				Accounts Payable					
	2021-00000976		02/25/2021		PARTIAL REFUND FOR CANDIDATE STATEMENT - 2020 ELECTION -DIST 2		\$232.96			
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)		\$232.96			
128921	03/04/2021	Open			Accounts Payable	Estrada, Juana		\$103.60		
	Invoice				Accounts Payable					
	318 Vermont		02/26/2021		Reimbursement of overage payment for FTHB loan		\$103.60			
	Paying Fund				Cash Account					

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128922	03/04/2021 Invoice	Open		256.11000 (Cash)	Accounts Payable	Franco, Pam	\$209.81		\$103.60
	2021-00000979		02/25/2021		PARTIAL REFUND FOR CANDIDATE STATEMENT - 2020 ELECTION - DIST 4 Cash Account		\$209.81	\$209.81	
128923	03/04/2021 Invoice	Open		110.11000 (Cash)	Accounts Payable	GARCIA, RAUL	\$320.00		
	TR 4523 PER DIEM Paying Fund		03/01/2021		ICI CHILD ABUSE - MONTEREY - 3/8 TO 3/12 Cash Account		\$320.00	\$320.00	
128924	03/04/2021 Invoice	Open		110.11000 (Cash)	Accounts Payable	GIOVACCHINI, GINA	\$320.00		
	TR 4523 PER DIEM Paying Fund		03/01/2021		ICI CHILD ABUSE - MONTEREY - 3/8 TO 3/12 Cash Account		\$320.00	\$320.00	
128925	03/04/2021 Invoice	Open		110.11000 (Cash)	Accounts Payable	MAZUOSKI, LAURRA	\$325.00		
	9443196 Paying Fund		02/24/2021		REFUND FOR PLAY DUE TO COVID19 Cash Account		\$325.00	\$325.00	
128926	03/04/2021 Invoice	Open		110.11000 (Cash)	Accounts Payable	Monez, Rebecka	\$232.96		
	2021-00000980		02/25/2021		PARTIAL REFUND FOR CANDIDATE STATEMENT - 2020 ELECTIONS - DIST 2 Cash Account		\$232.96	\$232.96	
128927	03/04/2021 Invoice	Open		110.11000 (Cash)	Accounts Payable	Nazari-Anhar, Martin	\$65.76		
	760 Berea Paying Fund		02/22/2021		FTHB - Refund for Overage payment Cash Account		\$65.76	\$65.76	
128928	03/04/2021 Invoice	Open		257.11000 (Cash)	Accounts Payable	PERRY, JENNIFER	\$130.00		
	TR 4543 PER DIEM Paying Fund		03/01/2021		CIVILIAN POLICE LEADERSHIP - NEWPORT BEACH - 4/7 TO 4/10 Cash Account		\$130.00	\$130.00	
128929	03/04/2021 Invoice	Open		110.11000 (Cash)	Accounts Payable	Puffer, Robert	\$209.81		
	2021-00000981		02/25/2021		PARTIAL REFUND FOR CANDIDATE STATEMENT - 2020 ELECTIONS - DIST 4 Cash Account		\$209.81	\$209.81	
	110 - General Fund				110.11000 (Cash)		\$209.81	\$209.81	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128930	03/04/2021	Open			Accounts Payable	RODRIGUEZ, JOSEPH	\$250.00	\$250.00	
	Invoice								
	TR 4552 PER DIEM		02/23/2021			FIREARMS / TACTICAL RIFLE INSTRUCTOR - ELK GROVE 5/9 TO 5/14	Amount \$250.00		
	Paying Fund						Amount \$250.00		
	110 - General Fund								
128931	03/04/2021	Open			Accounts Payable	SSDTTF	\$357.00	\$357.00	
	Invoice								
	TR 4552 TUITION		02/23/2021			FIREARMS/TACTICAL RIFLE INSTRUCTOR COURSE - ELK GROVE 5/9 - 5/14	Amount \$357.00		
	Paying Fund						Amount \$357.00		
	110 - General Fund								
128932	03/04/2021	Open			Accounts Payable	STEPHENS CONSTRUCTION	\$1,697.93	\$1,697.93	
	Invoice								
	METER #15986889		02/22/2021			HYDRANT USE PERMIT REFUND	Amount \$1,697.93		
	Paying Fund						Amount \$2,000.00		
	110 - General Fund						Amount (\$302.07)		
	420 - WATER								
128933	03/04/2021	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$120,860.00	\$120,860.00	
	Invoice								
	104005270-1		03/04/2021			JULY 2020-OCT 2020 MAINTENANCE AGREEMENT	Amount \$60,172.00		
	104005271-1		03/04/2021			NOVEMBER 2020 MAINTENANCE	Amount \$15,043.00		
	104005303-1		03/04/2021			DECEMBER 2020 MAINTENANCE	Amount \$15,043.00		
	104005353-1		03/04/2021			JANUARY 2021 MAINTENANCE	Amount \$15,301.00		
	104005402-1		03/04/2021			FEBRUARY 2021 MAINTENANCE	Amount \$15,301.00		
	Paying Fund						Amount \$2,959.36		
	110 - General Fund						Amount \$100,133.42		
	116 - Special Public Safety						Amount \$4,441.92		
	410 - WATER QUALITY CONTROL (WQC)						Amount \$4,442.00		
	420 - WATER						Amount \$1,480.64		
	425 - Transit - Dial-A-Ride						Amount \$4,441.36		
	426 - Transit - Fixed Route						Amount \$2,961.30		
	505 - Fleet								
Type Check Totals:							\$1,347,115.00		
AP - Accounts Payable Totals									

74 Transactions

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$1,347,115.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$1,347,115.00	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

Payment Register

From Payment Date: 2/26/2021 - To Payment Date: 3/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Count	Payee Name	Transaction Amount	Transaction Amount	Reconciled Amount	Difference
All											
		Open				74		\$1,347,115.00		\$0.00	
		Reconciled				0		\$0.00		\$0.00	
		Voided				0		\$0.00		\$0.00	
		Stopped				0		\$0.00		\$0.00	
		Total				74		\$1,347,115.00		\$0.00	
Grand Totals:											
Checks											
		Open				74		\$1,347,115.00		\$0.00	
		Reconciled				0		\$0.00		\$0.00	
		Voided				0		\$0.00		\$0.00	
		Stopped				0		\$0.00		\$0.00	
		Total				74		\$1,347,115.00		\$0.00	
EFTs											
		Open				0		\$0.00		\$0.00	
		Reconciled				0		\$0.00		\$0.00	
		Voided				0		\$0.00		\$0.00	
		Total				0		\$0.00		\$0.00	
All											
		Open				74		\$1,347,115.00		\$0.00	
		Reconciled				0		\$0.00		\$0.00	
		Voided				0		\$0.00		\$0.00	
		Stopped				0		\$0.00		\$0.00	
		Total				74		\$1,347,115.00		\$0.00	

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

6A3

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
3761	01/28/2021	Open			Accounts Payable	US BANK	\$1,240,246.79		
	Invoice								
	1716792				TUR REDEVELOPMENT TAX ALLOCATION				
					REFUNDING BONDS, SERIES 2016				
3762	01/06/2021	Open			Accounts Payable	CalPERS	\$2,840.76		
	Invoice								
	100000016278894				2021 REPLACEMENT BENEFIT CONTRIBUTION- JEFFREY LEWIS				
3763	01/06/2021	Open			Accounts Payable	ICMA-RC	\$78,056.98		
	Invoice								
	12/31/2020PR				12/31/20PR-ICMA				
3764	01/07/2021	Open			Accounts Payable	T A P O	\$12,697.16		
	Invoice								
	12/31/20PR-RHS				12/31/20PR-TAPO RHS DUES				
3765	01/07/2021	Open			Accounts Payable	TFRA	\$7,872.33		
	Invoice								
	12/31/20PR-RHS				12/31/20PR-TFRA RHS DUES				
3766	01/06/2021	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$7,095.67		
	Invoice								
	BE004264003				DENTAL DENTAL CLAIMS FOR 12/25/20-12/31/20				
3767	01/06/2021	Open			Accounts Payable	UMR	\$23,697.57		
	Invoice								
	12/29/20-1/4/21				UMR CLAIMS FOR 12/29/20-1/4/21				
3768	01/07/2021	Open			Accounts Payable	ICMA-RC	\$26,686.13		
	Invoice								
	12/31/20PR-CONV				12/31/20PR-ICMA VAC/SICK LEAVE CONVERSION				
3769	01/08/2021	Open			Accounts Payable	CalPERS	\$248,102.96		
	Invoice								
	12/31/20PR				12/31/20PR-CALPERS				
3770	01/13/2021	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$8,564.47		
	Invoice								
	BE004267449				DELTA DENTAL CLAIMS FOR 1/1/21-1/7/21				
3771	01/13/2021	Open			Accounts Payable	UMR	\$59,474.24		
	Invoice								
	1/5/21-1/11/21				UMR CLAIMS FOR 1/5/21-1/11/21				
3772	01/15/2021	Open			Accounts Payable	UMR	(\$42,492.00)		
	Invoice								
	DEC20 RET REFUND				UMR DECEMBER 2020 RETIREE REFUND				
3773	01/26/2021	Open			Accounts Payable	CalPERS	\$239,295.25		
	Invoice								
	1/15/21PR				1/15/21PR-CALPERS				

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3774	01/19/2021	Open				Accounts Payable	CalPERS	\$66.43		
	Invoice									
	12/1/20-12/31/20		01/19/2021		12/1/20-12/31/20-CALPERS FOR MONEZ, REBECCA	Accounts Payable	CalPERS		\$66.43	
3775	01/20/2021	Open				Accounts Payable	CA SDU	\$1,947.50		
	Invoice									
	1/15/21PR		01/20/2021		1/15/21PR-CHILD SUPPORT PAYMENT	Accounts Payable	CA STATE DISBURSEMENT UNI		\$1,947.50	
3776	01/20/2021	Open				Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice									
	1/15/21PR		01/20/2021		1/15/21PR-CHILD SUPPORT PAYMENT	Accounts Payable	CA STATE DISBURSEMENT UNI		\$162.50	
3777	01/20/2021	Open				Accounts Payable	GOLDEN ONE CREDIT UNION	\$6,353.31		
	Invoice									
	1/15/21PR		01/20/2021		1/15/21PR-GOLDEN 1 CU	Accounts Payable	GOLDEN ONE CREDIT UNION		\$6,353.31	
3778	01/20/2021	Open				Accounts Payable	T A P O	\$4,492.67		
	Invoice									
	1/15/21PR		01/20/2021		1/15/21PR-TAPO DUES	Accounts Payable	T A P O		\$4,492.67	
3779	01/20/2021	Open				Accounts Payable	TURLOCK CITY FIRE INC	\$420.00		
	Invoice									
	1/15/21PR		01/20/2021		1/15/21PR-FIRE INC DUES	Accounts Payable	TURLOCK CITY FIRE INC		\$420.00	
3780	01/20/2021	Open				Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$103.96		
	Invoice									
	1/15/21PR		01/20/2021		1/15/21PR-TURLOCK HEALTH CLUB	Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC		\$103.96	
3781	01/20/2021	Open				Accounts Payable	T C E A	\$2,875.50		
	Invoice									
	1/15/21PR		01/20/2021		1/15/21PR-TCEA DUES	Accounts Payable	T C E A		\$2,875.50	
3782	01/20/2021	Open				Accounts Payable	T C E A	\$71.00		
	Invoice									
	1/15/21PR-BENEVO		01/20/2021		1/15/21PR-TCEA BENEVOLENCE DUES	Accounts Payable	T C E A		\$71.00	
3783	01/21/2021	Open				Accounts Payable	ICMA-RC	\$77,201.35		
	Invoice									
	1/15/21PR		01/21/2021		1/15/21PR-ICMA	Accounts Payable	ICMA-RC		\$77,201.35	
3784	01/20/2021	Open				Accounts Payable	INTERNAL REVENUE SERVICE	\$160,462.80		
	Invoice									
	1/15/21PR		01/20/2021		1/15/21PR-FEDERAL TAXES	Accounts Payable	INTERNAL REVENUE SERVICE		\$160,462.80	
3785	01/20/2021	Open				Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$46,764.76		
	Invoice									
	1/15/21PR		01/20/2021		1/15/21PR-STATE TAXES	Accounts Payable	STATE OF CALIFORNIA - PR TAXES		\$46,764.76	
3786	01/21/2021	Open				Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,804.51		
	Invoice									
	BE004271860		01/21/2021		DELTA DENTAL CLAIMS FOR 1/8/21-1/14/21	Accounts Payable	DELTA DENTAL OF CALIFORNIA		\$5,804.51	
3787	01/21/2021	Open				Accounts Payable	ICMA-RC	\$1,039.88		
	Invoice									
	1/15/21PR-SICK		01/21/2021		1/15/20PR-ICMA SICK CONVERSION-DE SOUSA, ANTHONY	Accounts Payable	ICMA-RC		\$1,039.88	

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3788	01/21/2021 Invoice	Open		01/21/2021	UMR FEB 2021 HEALTH PREMIUMS	Accounts Payable	UMR	\$103,728.82	\$103,728.82	
3789	01/21/2021 Invoice	Open		01/21/2021	UMR CLAIMS FOR 1/19/21	Accounts Payable	UMR	\$14,408.45	\$14,408.45	
3790	01/21/2021 Invoice	Open		01/21/2021	UMR FEBRUARY 2021 CUSTODIAL AND BANK FEES	Accounts Payable	UMR	\$2,768.42	\$2,768.42	
3791	01/26/2021 Invoice	Open		01/26/2021	1/15/21PR-CALPERS-MONEZ, R-OFFSET WITH ACH 1/19 & 1/27	Accounts Payable	CalPERS	(\$68.98)	(\$68.98)	
3792	01/26/2021 Invoice	Open		01/26/2021	1/15/21PR-TAPO RHS DUES	Accounts Payable	T A P O	\$12,637.94	\$12,637.94	
3793	01/26/2021 Invoice	Open		01/26/2021	1/15/21PR-RHS	Accounts Payable	TFRA	\$7,892.15	\$7,892.15	
3794	01/27/2021 Invoice	Open		01/27/2021	1/15/21PR-CALPERS-MONEZ, R-OFFSET WITH ACH 1/19 & 1/26	Accounts Payable	CalPERS	\$43.02	\$43.02	
3795	01/27/2021 Invoice	Open		01/27/2021	DELTA DENTAL FOR 1/15/21-1/21/21	Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$2,969.79	\$2,969.79	
3796	01/27/2021 Invoice	Open		01/27/2021	UMR CLAIMS FOR 1/20/21-1/25/21	Accounts Payable	UMR	\$132,973.39	\$132,973.39	
3797	01/15/2021 Invoice	Open		01/15/2021	UMR DECEMBER 2020 COBRA REFUND-HOWSER & ZEPEDA	Accounts Payable	UMR	(\$1,022.00)	(\$1,022.00)	
3798	01/20/2021 Invoice	Open		01/20/2021	1/15/21PR-TFRA DUES	Accounts Payable	TFRA	\$4,721.52	\$4,721.52	
3799	01/25/2021 Invoice	Open		01/25/2021	1/15/21PR-SOCIAL/MCARE PAYMENT-CONTERERAS, S	Accounts Payable	INTERNAL REVENUE SERVICE	\$88.74	\$88.74	
3800	01/13/2021 Invoice	Open		01/13/2021	941 EMPLOYERS FEDERAL TAX FOR Q4/2020	Accounts Payable	INTERNAL REVENUE SERVICE	\$196.29	\$196.29	

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3801	01/31/2021	Open			Accounts Payable	Optum Bank, Inc.	\$9,907.37	\$9,907.37	
	Invoice								
	1/15/21PR		01/20/2021		1/15/21PR-HSA EE AND ER CONTRIBUTION		\$9,907.37		
					41 Transactions			\$2,511,149.40	

Type EFT Totals:
AP - Accounts Payable Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	41	\$2,511,149.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	41	\$2,511,149.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	41	\$2,511,149.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	41	\$2,511,149.40	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	41	\$2,511,149.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	41	\$2,511,149.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	41	\$2,511,149.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	41	\$2,511,149.40	\$0.00

LAB1

- 0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 6:03 p.m.
- B. **SALUTE TO THE FLAG**

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

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

C. **ROLL CALL:**

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

PRESENT: Councilmembers Nicole Larson, Andrew Nosrati, Pam Franco, Rebecka Monez, and Mayor Amy Bublak.
ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

Councilmember Franco asked if the newly elected Councilmembers can vote on minutes from previous City Council meetings since they weren’t on the Council at that time. City Attorney Douglas L. White clarified if Councilmembers have reviewed the video recording of the previous meetings, they are able to vote, otherwise they are encouraged to abstain.

1. **CLOSED SESSION:**

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

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

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

Mayor Bublak announced that staff has requested Public Hearing Item 8A be continued to the February 9, 2021 City Council meeting; however public comments will be heard on this item.

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

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

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

- A. Recognition: Employee of the Month, December 2020, Staff Services Assistant Tara Rodriguez

Mayor Bublak announced that Staff Services Assistant Tara Rodriguez is the Employee of the Month for December 2020 and read her bio.

- B. Presentation: Turlock Public Library Renovation Project, presented by the Stanislaus County Library and the Friends of the Turlock Public Library

Stanislaus County Library Director Sarah Dentan and Friends of the Turlock Public Library President Pat Portwood presented information regarding the Turlock Public Library Renovation Project.

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

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

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

Mayor Bublak request the public address Council in a professional manner on items within the subject matter jurisdiction of the City Council.

4. PUBLIC PARTICIPATION:

The following members of the public spoke:

Cheryl Reiland
Supervisor Vito Chiesa
Jeani Ferrari
Lisette Sims
Milt Trieweller

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

6. CONSENT CALENDAR:

City Clerk Jennifer Land noted a typographical error on the agenda regarding Consent Calendar Item 6K, clarifying the minutes for October 13, 2020 "special" meeting should be a "regular" meeting.

Councilmember Franco requested Consent Calendar Item 6K be removed for separate consideration.

Councilmember Larson requested Consent Calendar Item 6I be removed for separate consideration.

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

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

- A. **Resolution No. 2021-006:** Accepting Weekly Demands of 12/17/20 in the amount of \$1,605,100.09; Weekly Demands of 12/24/20 in the amount of \$2,864,348.32; Weekly Demands of 12/31/20 in the amount of \$704,203.24
- B. **Motion:** Awarding bid and approving an Agreement in the amount of \$88,225 (Non-General Fund – Fund 426) with F. Loduca Company of Stockton, California, for City Project No. 15-76 "Bus Stop Improvements, Phase 1"
- C. **Motion:** Awarding bid and approving an Agreement in the amount of \$474,480 (Non-General Fund – Fund 215) with Tim Paxin's Pacific Excavation, Inc. of Elk Grove, California, for City Project No. 18-54 "Intersection Improvements at Tully Road and Tuolumne Road"
- D.
 - 1. **Motion:** Approving an Agreement in the amount of \$70,841 (Non-General Fund – Fund 420) with Horizon Water and Environment, LLC of Oakland, California, for professional environmental services and biological monitoring during construction for City Project No. 18-69 "Surface Water Distribution System Improvements"
 - 2. **Resolution No. 2021-007:** Appropriating \$71,000 to account number 420-52-551.51356 "Northeast Water Storage Tank-2 Mil Gal" from Fund 420 "Water" unallocated reserves for environmental services and biological monitoring during construction of City Project No. 18-69 "Surface Water Distribution System Improvements"
- E. **Resolution No. 2021-008:** Approving a new job classification for the position of Transit Analyst, effective January 26, 2021
- F.
 - 1. **Motion:** Approving Amendment No. 1 to an Agreement with We Care, a nonprofit association, to add an additional \$30,000 to the 2020-2021 Community Development Block Grant (CDBG) public services contract to operate the cold weather shelter and authorizing the City Manager to sign all related documents
 - 2. **Motion:** Approving Amendment No. 1 to an Agreement with United Samaritans Foundation, a nonprofit association, to add an additional \$25,000 to the 2020-2021 Community Development Block Grant (CDBG) public services contract for the emergency food box program and authorizing the City Manager to sign all related documents
- G. **Motion:** Approving an Agreement with Romeo Medical Clinic, Inc. to provide Pre-Employment Examinations, Annual Physicals, and Occupational Medical Services for the City of Turlock, for the periods covering FY 20/21 (January 1, 2021 through June 30, 2021), FY 21/22, and FY 22/23

- H. **Resolution No. 2021-009:** Approving a Resolution to Employ a CalPERS Annuitant (Acting City Manager) Pursuant to CalPERS Requirements
- I. *Item removed for separate consideration.*
- J. 1. **Resolution No. 2021-010:** Adopting the Families First Coronavirus Response Act (FFCRA) extension policy
 2. **Resolution No. 2021-011:** Adopting the COVID-19 workplace exposure policy
- K. *Item removed for separate consideration.*
- 6I. **Motion:** Approving an Employment Agreement Between the City of Turlock and Gary R. Hampton as Acting City Manager

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

Mike Melendez

Mayor Bublak closed public participation.

Outside Legal Counsel Kevin Dale provided brief comment in response to public comment.

Council and staff further discussed this item.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, Approving an Employment Agreement Between the City of Turlock and Gary R. Hampton as Acting City Manager. Motion carried 3/2 by the following vote:

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

- 6K. **Motion:** Accepting Minutes of the Regular Meeting of September 22, 2020; Minutes of the Regular Meeting of October 13, 2020

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

Action: Motion by Councilmember Larson, seconded by Councilmember Nosrati, Accepting Minutes of the Regular Meeting of September 22, 2020; Minutes of the Regular Meeting of October 13, 2020. Motion carried 3/2 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Not Participating	Not Participating	Yes

7. **FINAL READINGS:** None

8. PUBLIC HEARINGS

- A. Item continued to the February 9, 2021 City Council meeting.

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

- B. Interim Development Services Director Nathan Bray presented the staff report on the request to order the improvements and formation of the SM 19-01 FQC (Development Project No. 20-029) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, and confirm the diagram and benefit assessments as set forth in the annual report of the Engineer of Work and the levying and collection of assessments set forth therein for fiscal year 2020-2021 for the SM 19-01 FQC (Development Project No. 20-029) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Pursuant to Resolution No. 97-128

Mayor Bublak opened the public hearing.

The following members of the public spoke:

Milt Trieweller

Mayor Bublak closed the public hearing.

City Clerk Jennifer Land reported the only ballot received for this item is in favor of the district, no ballots were received in opposition of; therefore, no majority protest exists and the Council may form the district.

Action: **Resolution No. 2021-012:** Ordering the improvements and formation of the SM 19-01 FQC (Development Project No. 20-029) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, and confirming the diagram and benefit assessments as set forth in the annual report of the Engineer of Work and the levying and collection of assessments set forth therein for fiscal year 2020-2021 for the SM 19-01 FQC (Development Project No. 20-029) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Pursuant to Resolution No. 97-128 as introduced by Councilmember Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

9. ACTION ITEMS:

- A. Parks, Recreation and Public Facilities Director Allison Van Guilder presented the staff report on the request to affirm or modify the Parks, Arts & Recreation Commission recommendation to select "Option C" to reconstruct/update Columbia Park Pool and Splash Pad at a base estimate of \$6.3 Million

Director Van Guilder introduced Parks, Arts & Recreation Commission Chair Brent Bohlander and committee member Allison Jeffrey who presented information regarding the history of Columbia Park Pool, community engagement, and the Ad Hoc Committee recommendation approved by the Parks, Arts & Recreation Commission.

Director Van Guilder and Parks, Arts & Recreation Supervisor Karen Packwood presented information regarding the Columbia Pool Master Plan development, the formation of the Ad Hoc Committee, and Proposition 68 grant funding.

Director Allison Van Guilder introduced Chad Kennedy from O'Dell Engineering who presented information regarding the Columbia Park Pool Master Plan, draft plan options, and survey findings.

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

JoLynn DiGrazia
Ron Bridegroom
Donna Endsley
Bill DeHart

Mayor Bublak closed public participation.

Council and staff further discussed this item.

Councilmember Monez introduced a modified motion to continue this item to the February 9, 2021 City Council. Mayor Bublak seconded the modified motion.

Action: Motion by Councilmember Monez, seconded by Mayor Bublak, continuing this item to the February 9, 2021 Council meeting, and carried 5/0 by the following vote:

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

- B. Acting City Manager Gary Hampton presented the staff report on the request to rescind Resolution No. 2019-094 regarding the City of Turlock Elected and Appointed Officials' Handbook, pending comprehensive review, unseat the Civility Code Rules Committee, and temporarily reinstate Resolution Nos. 2008-019 regarding the procedures and rules for placing matters on the agenda, 2011-162 regarding the teleconferencing policy, and 2014-033 regarding the code of conduct for elected officials

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

Tinna Savini
 Denise Hunt
 Dona Varin
 Smarie
 Robert Puffer
 Mike Melendez

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

Council and staff further discussed this item.

Action: **Resolution No. 2021-013:** Rescinding Resolution No. 2019-094 regarding the City of Turlock Elected and Appointed Officials’ Handbook, pending comprehensive review, unseating the Civility Code Rules Committee, and temporarily reinstating Resolution Nos. 2008-019 regarding the procedures and rules for placing matters on the agenda, 2011-162 regarding the teleconferencing policy, and 2014-033 regarding the code of conduct for elected officials as introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 3/2 by the following vote:

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

Mayor Bublak recessed the City Council Meeting at approximately 8:22 p.m.
Mayor Bublak reconvened the City Council Meeting at 8:27 p.m.

10. CITY MANAGER REPORTS/UPDATES:

- A. Administrative Services
 - 1. Monthly Budget Update

A written staff update was included in the agenda packet.

Interim Municipal Services Deputy Director Allison Martin also provided information regarding delinquent utility accounts as a result of COVID-19.

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

Milt Trieweiler

Mayor Bublak closed public participation.

Council and staff further discussed this item.

B. Development Services

1. Monthly Departmental Update

A written staff update was included in the agenda packet.

C. Fire Department

1. COVID-19 Update

Interim Fire Chief Gary Carlson provided an update regarding COVID-19 including termination of the stay-at-home order, return to State guidelines, movement to less-restrictive tiers, Stanislaus County metrics, vaccine availability, COVID-19 testing accuracy, and fatality rates.

Parks, Recreation and Public Facilities Director Allison Van Guilder provided clarification on public park guidelines.

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

Milt Trieweiler
Dona Varin
Cheryl Reiland

Mayor Bublak closed public participation.

Staff provided brief response to public comment.

Council and staff further discussed this item and provided direction to staff to publish additional COVID-19 information on the City website and through City social media.

2. Public Safety Briefing

A written staff update was included in the agenda packet.

D. Police Department

1. Public Safety Briefing

A written staff update was included in the agenda packet.

Interim Police Chief Miguel Pacheco also provided information regarding transient-related issues, including cooperation with Neighborhood Services, a Neighborhood Resource Officer position to address quality of life issues, and cooperation with Stanislaus County resources.

Council and staff discussed this item.

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Larson requested the COVID-19 update be agendized within the Proclamations, Recognitions, Appointments, Announcements, Presentations, and Briefings section (before public participation).

Councilmember Nosrati requested a road rehabilitation plan be finalized and distributed to the community.

Councilmember Franco spoke about having researched Stanislaus County cities that are open for public meetings and found the Stanislaus County Board of Supervisors is the only one currently open.

12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS:

Councilmember Larson announced the application period is open for the VOLT Institute scholarship.

Councilmember Nosrati spoke regarding the importance of COVID-19 vaccinations.

Councilmember Franco expressed thanks to City staff for providing her with information and explanations.

Councilmember Monez expressed thanks to City staff for their assistance with answering questions and announced the Columbia Pool construction will be a priority.

Mayor Bublak welcomed Acting City Manager Gary R. Hampton, spoke regarding the COVID-19 vaccination, her recent meetings with representatives in Washington, D.C. to advocate for Turlock priorities, announced the City is currently accepting applications for the Measure A - Local Transactions (Sales) and Use Tax Citizens' Oversight Committee now through February 12, 2021 and noted information regarding this committee can be obtained on the City's website or by calling (209) 668-5540.

13. CLOSED SESSION:

City Clerk Jennifer Land introduced the Closed Session Items.

- A. Threat to Public Services or Facilities, Cal. Gov't Code §54957(a)
"This chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities."
Consultation with: Interim Fire Chief Gary Carlson and City Attorney Douglas L. White

- B. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."
Potential Case: (1 case)
- C. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Designated Representative: Human Resources Manager Sarah Eddy
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employees Association
Employee Organization: Turlock Firefighters Association-Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.
- D. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
Title: Interim City Attorney
- E. 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: Mayor Amy Bublak
Unrepresented Employees: Interim City Attorney

14. REPORTS FROM CLOSED SESSION:

City Clerk Jennifer Land reported for the Closed Session Items that Council provided direction to staff, but no reportable action was taken.

15. ADJOURNMENT

Mayor Bublak adjourned the regular meeting at 11:12 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Deputy City Clerk
Jennifer Land, City Clerk

6B2

FEBRUARY 3, 2021
5:30 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Special Meeting
Turlock City Council

- 0. A. CALL TO ORDER – Mayor Bublak called the meeting to order at 5:32 p.m.
- B. SALUTE TO THE FLAG

Mayor Bublak announced the Council meeting is being conducted via the Zoom system and also being streamed on the City’s website, YouTube, & Spectrum Channel 2.

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

C. ROLL CALL:

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

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

ABSENT: None

D. DECLARATION OF CONFLICTS: None

City Clerk Jennifer Land advised there were no members of public participating in the meeting.

1. PUBLIC PARTICIPATION: None

2. CLOSED SESSION:

City Clerk Jennifer Land introduced the Closed Session Items.

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

3. REPORTS FROM CLOSED SESSION:

City Clerk Jennifer Land reported during Closed Session the City Council took action to appoint George Petrulakis as Interim City Attorney subject to approval of a legal services agreement to be brought to the City Council at its open session meeting on February 9, 2021.

The results of the roll call vote were as follows:

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

4. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 6:37 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
City Clerk

LB3

FEBRUARY 9, 2021
4:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Special Meeting
Turlock City Council

0. A. CALL TO ORDER – Mayor Bublak called the meeting to order at 4:03 p.m.

Mayor Bublak announced the Council meeting is being conducted via the Zoom system and streamed on the City’s website, YouTube, and Spectrum Channel 2.

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

B. ROLL CALL:

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

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

ABSENT: None

C. DECLARATION OF CONFLICTS: None

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

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

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

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

Comments will be taken in the order of which requests are received. When it is a member’s turn to speak, they will hear an automated prompt indicating their line has been unmuted – and that is when their comment period will begin.

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

2. PUBLIC PARTICIPATION: None

3. FISCAL YEAR 2020-2021 MID-YEAR BUDGET REVIEW & ADJUSTMENT REQUESTS AND FISCAL YEAR 2021-2022 FISCAL PRIORITIES AND GOALS WORKSHOP

Council will review and discuss budgetary information as it relates to Fiscal Year 2020-2021 General Fund and Non-General Fund Mid-Year Budget Review and Adjustment Requests, Fiscal Year 2021-2022 Fiscal Priorities and Goals, and any other matters that may fall within the City's budgetary scope.

Acting City Manager Gary R. Hampton provided an overview of the Mid-Year Budget Review and Fiscal Priorities workshop and introduced Acting Administrative Services Director Tina Envia and Accountant, Sr. Nadine Silva who presented information regarding:

- General Fund revenues and expenditures through January 31, 2021
- General Fund mid-year highlights
- General Fund revenue trends
- General Fund revenue detail for mid-year budget adjustment requests
- General Fund expenditure detail for mid-year adjustment requests
- Salary and benefits savings for frozen positions
- Analysis of General Fund balance
- General Fund trends for revenues, expenses, and total fund balance
- Non-General Fund highlights

Acting City Manager Gary R. Hampton and staff presented information regarding the requested budget adjustments specific to their respective departments.

Council and staff discussed this item including COVID-19 expenses, staffing of Fire stations, use of CARES funds, personnel requests in Human Resources and Administration, reinstatement and responsibilities of the Police Department CARE program, day camp participation, Measure A funds, cannabis revenues, HUD funding, housing workshop, home loans, selection process for non-profit organizations that administer City programs, City loan portfolio and housing development projects, CARES funding for delinquent utility customers, teleconferencing hardware acquisition, General Fund reserves, and forecasted revenues and expenditures.

Mayor Bublak opened public participation.

The following members of the public spoke:

Milt Trieweiler
Ron Bridegroom
DJ Fransen

Mayor Bublak closed public participation.

Council expressed thanks to City staff for continuing operations on a conservative budget and further discussed this item including trend of expenses and revenues from 2018 to 2021, revenue forecasting, Measure A and cannabis revenue projections, and stability of City management.

No formal action was taken.

4. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 5:57 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Deputy City Clerk
Jennifer Land, City Clerk

6C

City Council Staff Report
March 23, 2021



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

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

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Final Map and Subdivision Improvement Agreement with FQC, Inc., conditioned upon construction of improvements for the SM 19-01 FQC subdivision (Development Project No. 20-029)

2. SYNOPSIS:

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

3. DISCUSSION OF ISSUE:

The SM 19-01 FQC subdivision will include thirteen (13) single family homes with lots ranging in size from 3,132 square feet to 2,216 square feet. The houses will be two-story units and will have approximately 1,550 square feet of living area, with an attached garage and a porch. The property is zoned Medium Density Residential. A Planned Development is requested to allow for a private roadway to access the houses as well as a deviation from the minimum lot size, the lot width, depth, minimum frontage requirements and side yard setbacks to allow for the small lot single-family design. The Planning Commission approved the vesting tentative subdivision map for the SM 19-01 FQC subdivision after holding a public hearing on February 6, 2020. A copy of the meeting minutes pertaining to the SM 19-01 FQC subdivision is attached as Attachment "A" to the Staff Report. The proposed subdivision is located at 1347 N. Palm Street, Turlock, more particularly described as Stanislaus County APN 042-013-006.

The division of land for development is subject to the requirements and procedures in the California Subdivision Map Act. The division of land into four (4) or less parcels is executed through the parcel map process. The division of land into five (5) or more parcels is executed through the subdivision map process. Since the SM 19-01 FQC subdivision is a division of a portion of an existing parcel into 13

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 a Subdivision Improvement Agreement. A Subdivision Improvement Agreement allows the developer to install the improvements within a specified amount of time after recordation of the final map, and also establishes the security device to guarantee completion of the improvements. In an effort to expedite the recordation of the final map, the developers of the SM 19-01 FQC subdivision have chosen to execute a Subdivision Improvement Agreement.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote orderly development. The final map is conditioned upon construction of the necessary improvements for the SM 19-01 FQC subdivision. The Subdivision Improvement Agreement, when executed, will ensure that the developer installs the improvements within a specified amount of time.

4. BASIS FOR RECOMMENDATION:

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

5. FISCAL IMPACT / BUDGET AMENDMENT:

This action will pave the way for construction of new homes and related infrastructure identified in the SM 19-01 FQC subdivision.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

On February 6, 2020, the Planning Commission adopted a Mitigated Negative Declaration for the SM 19-01 FQC vesting tentative subdivision map (VTSM 2019-01). This action does not alter the previous determination and therefore no additional determination is needed at this time.

8. ALTERNATIVES:

- A. Council could approve the Final Map with modifications to the Subdivision Improvement Agreement. Staff does not recommend this alternative as the Final Map substantially conforms to the vesting tentative subdivision map and is technically accurate in accordance with the Subdivision Map Act.

- B. Council could reject the Final Map. Staff does not recommend this alternative as the Subdivision Map Act specifies that if the Final Map conforms to the Map Act and the City of Turlock Municipal Code, then the Subdivision Map must be approved. Staff has determined that said map does conform to the Municipal Code and the Subdivision Map Act.

ATTACHMENT A

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

MINUTES
Regular Meeting
Turlock Planning Commission

A. 1. **CALL TO ORDER** – Vice Chairman Jim Reape called the meeting to order at 6:02 p.m.

PRESENT: Commissioners Jim Reape, Constance Anderson, Anokeen Varani, Ray Souza and Geoff Powers

ABSENT: Commissioners Elvis Dias and Matthew Davis

2. **SALUTE TO THE FLAG**

3. **OATH OF OFFICE FOR NEWLY APPOINTED COMMISSIONERS (City Clerk**

City Clerk, Jennifer Land, swore in the newly appointed Planning Commissioner Geoff Powers. Commissioner Powers was seated at the dais.

4. **ELECTION OF OFFICERS:**

MOTION: Commissioner Anderson motioned, seconded by Commissioner Varani to elect Commissioner Reape as Chair for 2020. Motion carried unanimously.

MOTION: Commissioner Souza motioned, seconded by Commissioner Powers to elect Commissioner Anderson as Vice Chair for 2020. Motion carried unanimously.

B. **APPROVAL OF MINUTES**

Accepting minutes of Planning Commission meeting of August 22, 2019.

MOTION: Commissioner Souza motioned, seconded by Commissioner Anderson to accept the minutes as submitted. Motion carried unanimously.

AYES: Commissioners Reape, Anderson, Powers, Souza, and Varani

NOES: None

ABSTAIN: None

RECUSED: None

ABSENT: Commissioners Dias and Davis

C. **ANNOUNCEMENTS**

- Director Katie Quintero noted there were two green sheets, one for item G2 to add additional conditions and change the proposed map. The second green sheet was to ask for a continuance of item G.3 .
- She also informed the Commission the item under Other Matters regarding sign regulations and Brown Act training have been rescheduled for the March 5th meeting.

D. PUBLIC PARTICIPATION

Chairman Reape opened the floor for public participation.

Milt Trierweiler spoke about the uniqueness of the City and addressed the construction of homes stating the need for more apartments, condominiums, and denser housing projects.

Hearing no one else, Chairman Reape closed the floor for public participation.

E. 1. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS 2. DISCLOSURE OF EX PARTE COMMUNICATIONS

Chairman Reape asked the Planning Commission if there were any conflicts of interest or disclosure of ex parte communications. There were none.

F. CONSENT CALENDAR

Chairman Reape noted there were no consent calendar items.

G. PUBLIC HEARINGS

***CONSENT ITEMS**

Chairman Reape noted there were no public hearing consent items.

- 1. VARIANCE 2020-01-FAIRBANKS RANCH (MULTIPLE PARCELS):** Senior Planner Adrienne Werner presented her staff report explaining the applicant is requesting a variance from the required 20-foot corner side yard setback established in the low-density residential zoning district of the East Tuolumne Master Plan. The specific request would reduce the required 20-foot corner side yard setback for nine lots in the Fairbanks Ranch Subdivision.

Chairman Reape asked if the other subdivision in this Master Plan area will have set back issues also.

Deputy Director Quintero stated the other subdivisions should not have this issue.

Public Hearing: Chairman Reape opened the public hearing.

Josh Jantz, on behalf of the applicant, made himself available for questions.

Hearing no one else, Chairman Reape closed the public hearing.

MOTION: Commissioner Varani moved, seconded by Commissioner Powers determining Variance No. 2020-01 (Fairbanks Ranch) to be "Exempt" from the provisions of the California Environmental Quality Act (CEQA) and approve Variance Application No. 2020-01 having determined the appropriate findings can be made and subject to the conditions contained in the

Draft Resolution No. 2020-06. Motion carried unanimously.

AYES: Commissioners Reape, Anderson, Powers, Souza, and Varani
NOES: None
ABSTAIN: None
RECUSED: None
ABSENT: Commissioners Dias and Davis

2. PD 278, REZONE 19-03, VTSM 19-01 – FQC INC

Deputy Director Katie Quintero presented the staff report stating the applicant is requesting to build 13 single-family attached homes with lots will range in size from 2,216 square feet to 3,132 square feet located at 1347 N Palm St. A Planned Development is need to allow a private roadway and other deviations from the RM standards.

Commissioner Powers asked about the storm water retention.

Interim Director Nathan Bray stated the storm water will be located onsite.

Commissioners asked about the trash enclosures and enforcement of the parking red zone.

Deputy Director Quintero stated Turlock Scavenger will deliver garbage cans but may change to a bin in the future if there are issues with collection.. The Fire Department will enforce the red curb parking and the cars will be ticketed and towed.

Public Hearing: Chairman Reape opened the public hearing.

Ben Benefield, applicant, stated 80% developments are like these and the goal is affordable housing not apartments.

Commissioner Powers asked if it meet the MS4 requirements.

Mr. Benefield answered yes it does.

Milt Trierweiler spoke in favor of this project, stated the builder is filling the gap of unaffordable housing.

Hearing no one else, Chairman Reape closed the public hearing.

Chairman Reape spoke in favor of the project.

MOTION:

1.Environmental Motion Commissioner Powers moved, seconded by Commissioner Anderson to adopt a Mitigated Negative Declaration of Environmental Effect and the Mitigation Monitoring Program having made the findings in draft Planning Commission Resolutions 2020-08 & 2020-09.

2. Recommending the City Council Approve Rezone 2019-03 and Planned Development 278 Commissioner Powers moved, seconded by Commissioner Souza to recommend that the

City Council approve Rezone 2019-03 and Planned Development 278 (FQC Inc.) having determined that the appropriate findings can be made, subject to the conditions of approval contained in draft Resolution No. 2020-08.

3. Approving Vesting Tentative Subdivision Map 2019-01 Commissioner Powers moved, seconded by Commissioner Varani to approve Vesting Tentative Subdivision Map No. 2019-01, with the additional added condition and revised tentative map, having determined that the appropriate findings have been made, subject to the conditions of approval listed in draft Resolution No. 2020-09. All motions carried unanimously.

AYES: Commissioners Reape, Anderson, Powers, Souza, and Varani
NOES: None
ABSTAIN: None
RECUSED: None
ABSENT: Commissioners Dias and Davis

3. CONDITIONAL USE PERMIT 2019-07 PERFECT UNION TURLOCK:

Vice Chairman Reape introduced the item. Deputy Director Katie Quintero explained the Commission is being requested to continue the item to the March 5, 2020 Planning Commission Meeting.

Public Hearing: Vice Chairman Reape opened the public hearing. No one spoke. Vice Chairman Reape closed the public hearing.

Vice Chairman Reape called for a motion to continue this item.

MOTION: Commissioner Anderson moved, seconded by Commissioner Varani to continue Conditional Use Permit 2019-07 to the March 5, 2020 Planning Commission Meeting. Motion carried unanimously.

AYES: Commissioners Reape, Anderson, Powers, Souza, and Varani
NOES: None
ABSTAIN: None
RECUSED: None
ABSENT: Commissioners Dias and Davis

H. OTHER MATTERS:

Deputy Director Quintero stated both items have been moved to the March 5th 2020 Planning Commission meeting:

1. Information item on Sign Regulations for Commercial Cannabis Businesses
2. Information item on the Brown Act.

I. COMMISSIONER'S CONSIDERATION

Chairman Reape noted there were none.

J. STANISLAUS COUNTY PLANNING REFERRAL ITEMS

Chairman Reape noted there were none.

K. COMMISSIONERS COMMENTS

Chairman Reape stated there were none.

L. STAFF UPDATES

Interim Director Nathan Bray advised the Commissioners that the City Council hired a polling company to reach out via phone and email to see what resonates with people and help determine if there would be support for a sales tax measure on the next ballot.

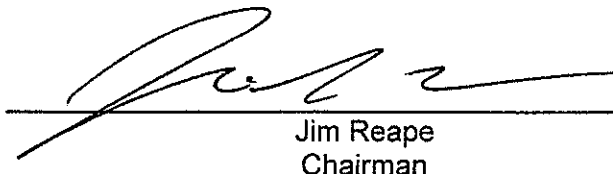
Commissioner Powers asked if a subcategory was identified to help address the roads. Director Bray said there is a new road funding strategy that will identify the streets in different areas and are looking into using a new seal technology for 60% less cost than the traditional asphalt paving.

Commissioner Reape requested an update on the Fulkerth interchange. Director Bray said use of the new off ramps will be switched over in 5-6 weeks and the new traffic signal poles on Fulkerth Rd. should be complete by June and the contractor is installing a sound retaining wall and tying into the new storm drain detention basins.

M. ADJOURNMENT

Chairman Reape asked for a motion to adjourn the meeting. Motion by Commissioner Powers and carried unanimously. The meeting was adjourned at 6:58 p.m.

RESPECTFULLY SUBMITTED



Jim Reape
Chairman



Katie Quintero
Deputy Director of Development Services

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

CITY OF TURLOCK
SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of March, 2021, by and between the **CITY OF TURLOCK**, a municipal corporation, (hereinafter referred to as "City"), and **FQC, Inc.**, a California corporation, (hereinafter referred to as "Developer").

RECITALS

- A. Developer has presented to the City a certain Final Map of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Subdivision Map, if any, of the subdivision previously approved by the City Council of the City.
- B. The proposed subdivision of land is commonly known and described as SM 19-01 FQC Subdivision, 1347 N. Palm Street, Assessor's Parcel Number 042-013-006, and is herein referred to as the "Property" or the "Subdivision".
- C. Developer has requested approval of the Final Map prior to the construction and completion of the public improvements (as shown on the approved improvement plans), including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, bikeways, storm drainage facilities, sanitary sewer facilities, domestic/reclaimed water facilities, public utility facilities, landscaping, public lighting facilities, park or recreational improvements and appurtenances thereto, in or required by the Subdivision Map Act, the subdivision ordinances of the City, the Tentative Subdivision Map and development agreement, if any, approved by the City. The foregoing improvements are hereinafter referred to as the "Required Improvements".
- D. Section 11-8-101 of the Turlock Municipal Code requires that, prior to the approval by the City Council of the Final Map, Developer shall execute an improvement agreement with the City to ensure the construction of the Required Improvements.

NOW, THEREFORE, the parties agree as follows:

1. Performance of Work. Developer agrees to furnish, construct, and install at his own expense the Required Improvements as shown on the approved plans and specifications of the Subdivision, a copy of which is on file in the office of the City Engineer and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer due to errors, omissions, changes in conditions, or changes in facilities as required by the City Engineer. The approved plans and specifications of the Required Improvements may be modified by the Developer as the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the Required Improvements is **EIGHTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100^{ths} DOLLARS (\$84,875.00)**.
2. Work: Satisfaction of City Engineer. All of the work on the Required Improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and as required by the City's current Standard Specifications and Drawings and any applicable City ordinances or state and federal laws, and to the satisfaction of the City Engineer. The Developer hereby grants access to the development for inspection purposes and agrees to notify City Engineer in advance of required inspections.
3. Deviation from Standards. If Developer deviates from the approved improvement drawings, specifications or standards, or shall construct any improvement in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give Developer written notice of such deviations, and Developer shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of Developer to make corrections of deviations, whether or not the public safety is affected, City may cause the necessary corrections to be made and shall be reimbursed by Developer at cost plus 25%. Said amount shall be paid by Developer prior to the acceptance of the Required Improvements, or may be deducted from any reimbursement due from City to Developer, or may be obtained from the performance bond.
4. Work; Time for Commencement and Performance. Work on the Required Improvements shall be completed by the Developer on or before twelve (12) months from the date of this Agreement. At least fifteen (15) calendar days prior to the commencement of such work, the Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.
5. Time of Essence; Extension.
 - a. Time is of the essence for this Agreement.
 - b. Developer agrees to cause all Required Improvements to be made and constructed in said Subdivision to fully comply with the requirements of the Turlock Municipal Code regulating the subdivision of land within twelve (12) months from the date of this Agreement; provided however, that the City Manager is authorized to extend the time within

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

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

a. Performance Bond in the sum of **\$105,484.38**, which sum is equal to one hundred percent of the total estimated cost of constructing the Required Improvements and the cost of any other obligation to be performed by Developer under this Agreement (submitted as security on encroachment permit number 21-040E, conditioned upon the faithful performance of this Agreement); and

b. Labor and Materials Bond in the sum of **\$42,437.50**, which sum is equal to fifty percent (50%) of the estimated cost of constructing the Required Improvements, securing payment to the contractor, subcontractor and to persons furnishing labor, materials, or equipment to them for the construction of the Required Improvements.

c. Warranty Security in a form determined by the City Engineer and in the sum of **\$8,487.50**, which sum is equal to ten percent (10%) of the total estimated cost of constructing the Required Improvements to correct deficiencies and conditions caused by Developer, contractor, or subcontractor that may arise after construction of the Subdivision.

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

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

7. Monumentation Security. Developer shall post acceptable security to guarantee the payment of the cost of setting the monuments. The cost of setting the monuments has been determined to be **TWO THOUSAND FOUR HUNDRED AND NO/100^{ths} DOLLARS (\$2,400.00)**. Developer shall pay the engineer or surveyor for the cost of setting the monuments within three (3) months from date of notification by the engineer or surveyor that the monuments have been set. If Developer does not pay the engineer or

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

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

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

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

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

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

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

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

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

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

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

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

(h) *Deductibles and Self-Insured Retentions*: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Developer shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(i) *Other Insurance Provisions*: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Developer, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Developer's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Developer's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Developer's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FQC, Inc.
Attn: Ben Penfield
4617 Main St
Denair, CA 95316**

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

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

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

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

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

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

DEVELOPER

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Gary R. Hampton, Acting City Manager

Signature *(must be notarized)*

Signatures above *(must be notarized)*

Please print or type signer's name

APPROVED AS TO FORM:

Please print or type signer's title

By: _____
George A. Petrulakis, Interim City Attorney

APPROVED AS TO SUFFICIENCY:

Address: _____

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

ATTEST:

By: _____
Jennifer Land, City Clerk

ACKNOWLEDGMENT

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

State of California }
County of _____ }

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

BOND # _____
PREMIUM: _____

**PERFORMANCE BOND
for Subdivision Improvement Agreement**

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

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

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

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

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

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

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

BY _____
(PRINCIPAL)

BY _____
(SURETY)

BY _____
(ADDRESS)

BY _____
(CITY, STATE, ZIP)

BY _____
(TELEPHONE)

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

BOND # _____
PREMIUM: _____

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

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

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

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

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

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

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

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

BY _____
(PRINCIPAL)

BY _____
(SURETY)

BY _____
(ADDRESS)

BY _____
(CITY, STATE, ZIP)

BY _____
(TELEPHONE)

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

EXHIBIT "A"

**REIMBURSEMENT / IMPROVEMENT AGREEMENT
SM 19-01 FQC SUBDIVISION**

I. WATER:

A. TMC 6-5.202

CONNECTION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 6-5.204

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

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

C. TMC 6-5.205

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

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

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

D. TMC 6-5.207

WATER WELL SITE:
AMOUNT FROM CITY:
NONE

TIME: UPON CONVEYANCE OF TITLE

II. SANITARY SEWER:

A. TMC 6-4.503

CONNECTION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 6-4.505

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

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

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

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

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

III. STORM DRAINAGE

A. TMC 6-5.502 AND RESOLUTION 90-306

MASTER:
AMOUNT FROM DEVELOPER:
1.068 acres @ \$6,931.94 acre:

\$7,403.31

TIME: PRIOR TO APPROVAL OF THE RECORD MAP OR EACH LOT SHALL PAY
\$569.49, ADJUSTED BY THE ENR, PRIOR TO ISSUANCE OF A BUILDING
PERMIT

B. TMC 6-5.506

LOCAL:
AMOUNT FROM CITY:
NONE

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

IV. MISCELLANEOUS:

A. TMC 7-5.02

STREET LIGHT INSTALLATION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 11-7.202

IN LIEU PARK FEES:
AMOUNT FROM DEVELOPER:
Park Land: 13 dwelling units x 3.00 persons/household
x 3.5 acres/1000 persons x \$180,000/acre = **\$24,570.00**

TIME: PRIOR TO APPROVAL OF THE RECORD MAP OR EACH LOT SHALL PAY
\$1,890, ADJUSTED BY THE PER ACRE APPRAISED VALUE OF PARK LAND,
PRIOR TO ISSUANCE OF A BUILDING PERMIT

6D

City Council Staff Report

March 23, 2021



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

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

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving the advertisement for construction bids for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

2. SYNOPSIS:

This action approves the advertisement of construction bids for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF."

3. DISCUSSION OF ISSUE:

The City of Turlock owns and maintains the Regional Water Quality Control Facility (RWQCF), which treats wastewater from the City's current population of 73,556 as well as from industries, businesses, California State University Stanislaus, neighboring Community Service Districts such as Denair and Keyes, and primary treated wastewater from the City of Ceres. Throughout the wastewater treatment process, chemicals are added to improve water quality. The RWQCF currently uses coagulant chemicals to aid in the removal of suspended solids, chlorine to inactivate pathogenic organisms, and dechlorination chemicals to remove chlorine compounds before being discharged to receiving waters. Each of these systems is required to meet the City's waste discharge requirements set forth by the State Water Resources Control Board.

On June 23, 2020, the City Council approved an agreement with Carollo Engineers of Walnut Creek, California in the amount of \$726,784 for professional engineering design, engineering services during construction, and construction management for the chemical system upgrades project. On December 8, 2020, the City Council approved Amendment No. 1 to the agreement with Carollo Engineers for additional necessary work related to final design tasks including the option to convert to sodium hypochlorite in lieu of rehabilitating the existing chlorine disinfection system. Carollo Engineers has completed final plans and specifications and the project is ready for public bidding.

Carollo Engineers has completed a comprehensive preliminary design evaluation and found the capital costs to rehabilitate the entire chlorine gas system or install a new hypochlorite system in the existing chlorine gas building are similar. While the annual chemical cost is slightly higher for using sodium hypochlorite, the reduced safety concern and reporting requirements for sodium hypochlorite outweighs the slightly higher annual chemical costs.

The scope of the construction project includes:

- Removal of chlorine chemical storage cylinders, chlorinators, and related mechanical, electrical, and instrumentation improvements and installing four (4) sodium hypochlorite tanks with reinforced foundations, chemical pumps, and providing related mechanical, electrical and instrumentation improvements to convert the existing chlorine chemical treatment system to sodium hypochlorite.
- Modifying the coagulant storage facility to utilize sodium bisulfate coagulant to be compatible with the chemical conversion.

The project plans and specifications have been completed. Staff requests City Council authorization to advertise City Project No. 20-032 "Chemical System Upgrades Project at RWQCF" for construction bids.

4. BASIS FOR RECOMMENDATION:

A. Pursuant to Resolution No. 2009-247, capital improvement projects estimated over one million dollars require City Council authorization prior to advertising the bid.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated project costs are displayed below:

A	B	C	D	E	F
Total Project Cost	Estimated Contractor Bid Cost	Construction Contingency	Design – Carollo Engineers	Construction Support – Carollo Engineers	Contract Administration / Project Management – City Engineering
\$4,687,248	\$ 3,646,000	\$364,000	\$243,124	\$384,623	\$50,000

Costs related to design and construction support by Carollo Engineers (see columns D and E in the table above) are paid for out of account number 410-51-534.43359 "Professional Engineering Services." There are adequate funds in the current Fiscal

Year 2020-21 budget for the work performed by Carollo Engineers. Additional funds shall be identified and appropriated to account number 410-51-534.43359 "Professional Engineering Services" as necessary per the normal budget process to provide adequate funding of Carollo Engineers' services for this project in Fiscal Year 2021-22.

Costs incurred for the construction contract and City Engineering services (see columns B, C, and F in the table above) are paid for out of account numbers 410-51-534.51407 "Chemical Storage/Component Replace Project" and 410-51-534.51342 "Chemical Equipment Replacement." There are sufficient funds in these account numbers for anticipated expenses in the current Fiscal Year 2020-21. The majority of the construction costs will be incurred in Fiscal Year 2021-22. Additional funds shall be identified and appropriated as necessary per the normal budget process for Fiscal Year 2021-22.

The estimated construction costs listed above will be revised to reflect actual construction contract costs with the future staff report requesting approval of the award of bid of the construction contract.

No General Fund money will be used for this project.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

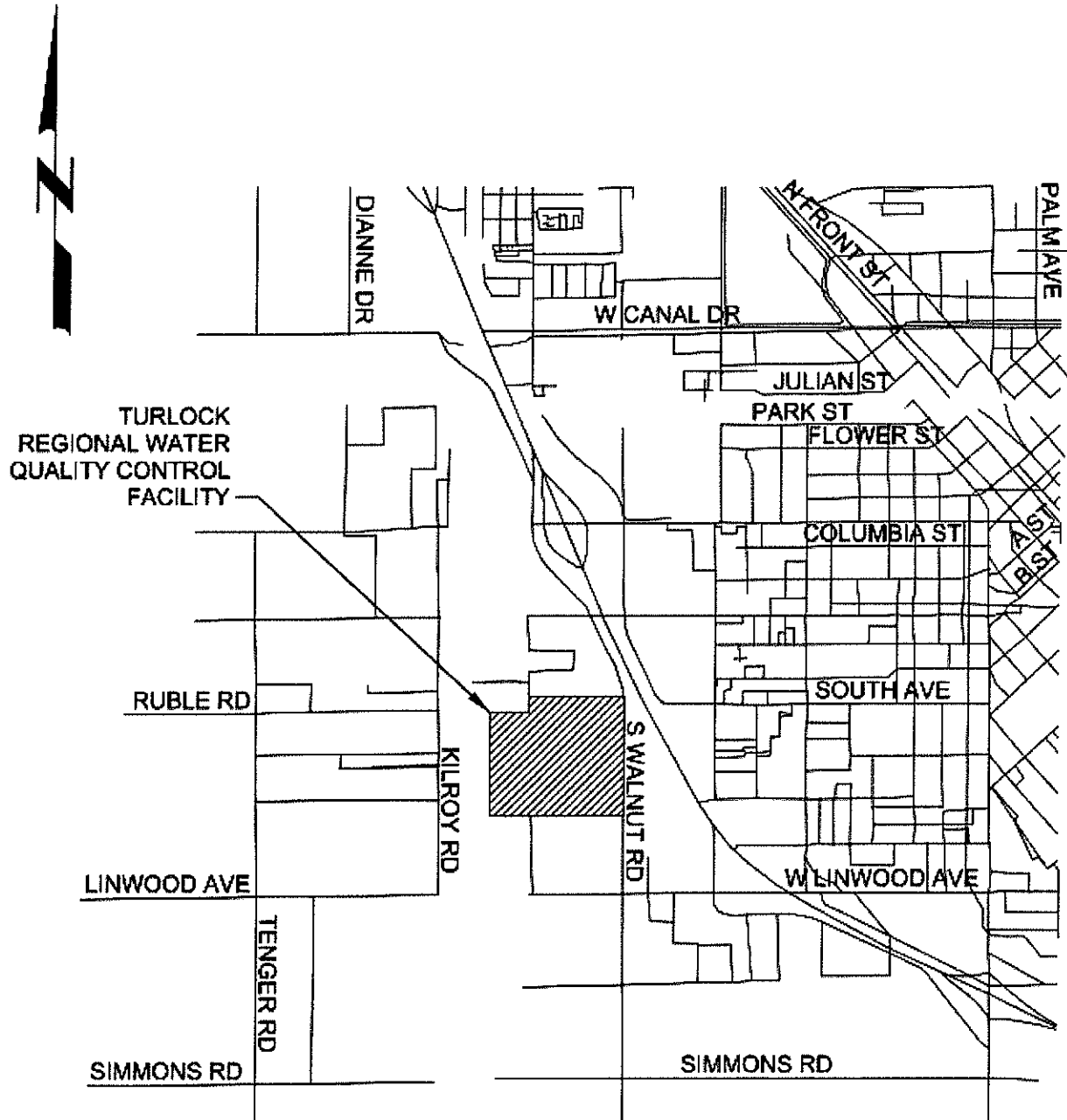
7. ENVIRONMENTAL DETERMINATION:

Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines categorically exempts projects that consist of replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as that which was replaced and will have substantially the same purpose and capacity. This project involves the removal of an existing chemical system treatment and replaces it with another chemical system treatment within existing buildings located at the TRWQCF. This project does not add additional capacity to the overall capacity of the TRWQCF nor does not alter the purpose or intent of this facility.

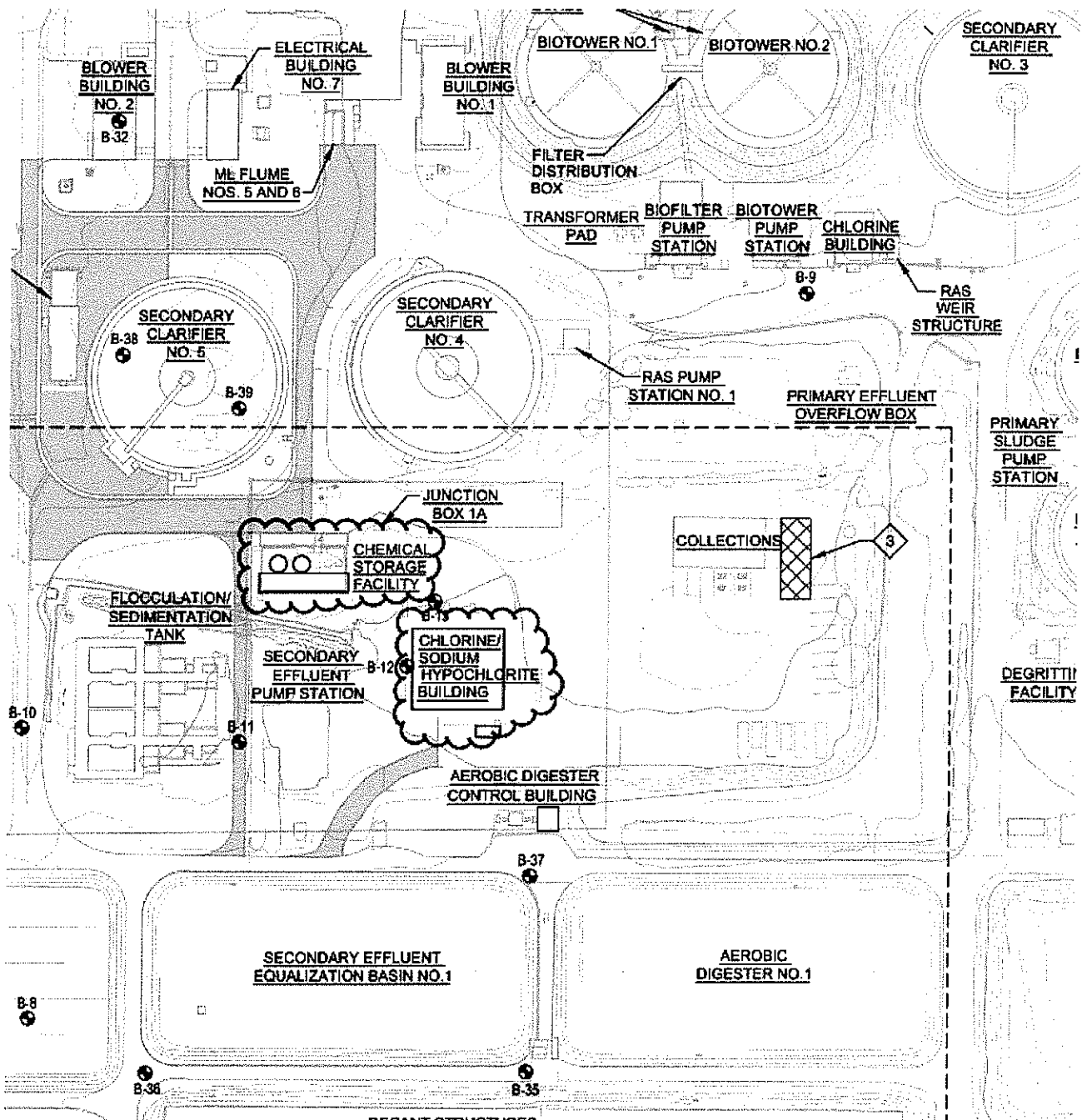
8. ALTERNATIVES:

- A. Not authorize City staff to advertise the project. This is not recommended because the project is needed and funding is available.

Project Vicinity Map



Project Location Map



6E

City Council Staff Report
March 23, 2021



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

Prepared by: Wayne York, Transit Manager

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the sole source purchase of air purification and surface treatment technology for City transit vehicles from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, to address the COVID-19 public health emergency in an amount not to exceed \$58,668 (Funds 425 and 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and in support of City Project No. 21004 "Transit Air Purification Upgrades"

Resolution: Approving the sole source purchase of air purification technology for the Roger K. Fall Transit Center from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, to address the COVID-19 public health emergency in an amount not to exceed \$13,384 (Fund 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and in support of City Project No. 21004 "Transit Air Purification Upgrades"

Resolution: Authorizing the City Manager, or his or her designee, to procure additional air purification or antimicrobial equipment, materials, or services, as needed to maintain or extend enhanced cleaning protocols in the air and on surfaces in City vehicles and facilities from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6)

2. SYNOPSIS:

These actions approve the purchase and installation of air purification technology from United Safety and Survivability Corporation (USSC) on-board City transit buses and in the Roger K. Fall Transit Center in response to the COVID-19 public health

emergency, as well as authorizing USSC as a sole source provider for future upgrades, modifications, or support for such systems.

3. DISCUSSION OF ISSUE:

In March 2020, the President of the United States, Governor of the State of California, Stanislaus County Board of Supervisors, Stanislaus County Public Health Officer, Turlock City Council, and emergency management officials at all levels of government declared the existence of a public health emergency related to the emergence of the SARS-CoV-2 virus, which results in the COVID-19 illness in infected individuals. Public guidance provided early in the pandemic suggested the main method of transmission was through person-to-person contact and primarily through respiratory droplets from sneezing and coughing.

Transit staff, in consultation with public health officials and guidance from state and federal transit partners, implemented a series of actions to safeguard our staff and our passengers, which included:

- Suspending fare collection (free rides) and instituting “rear door boarding” on all heavy-duty buses to help minimize direct interactions between drivers and passengers;
- Enhanced cleaning protocols on all buses and in transit facilities, ensuring that high touchpoints are sanitized regularly throughout the day;
- Fogging of all active buses (now with an electrostatic sprayer) daily;
- Instituted physical distancing requirements on buses and in facilities;
- Establishing a maximum passenger limit on-board buses to ensure physical distancing can be maintained;
- Procuring and distributing hand sanitizer and face masks to passengers at their request, at no-cost to the passenger;
- Worked with regional transit partners to implement a mask mandate when on-board transit services; and
- Implementing a robust educational campaign in buses, map cases, inside the Transit Center, and across digital platforms to ensure passengers were aware of rules and public health guidance

As the COVID-19 pandemic progressed, and more information was gathered, the World Health Organization (WHO) and United States Centers for Disease Control and Prevention (CDC) confirmed that a primary form of transmission is also airborne transmission, often occurring when sharing the same confined space as an infected person. Revised public guidance from the CDC is available to the public at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention-HI.pdf>.

Since that time, City transit staff has been researching available technology for air purification, to include weekly reviews of transit-industry publications and discussions with peers from across the country. While multiple options exist in the

marketplace, they typically are (1) unable to demonstrate independent lab verification of their effectiveness against SARS-CoV-2, (2) require expensive redesign or overhauling of a vehicle or facility's Heating Ventilation and Air Conditioning (HVAC) system to function properly, or (3) utilize a passive air treatment method that requires the virus to be brought to the cleaning unit, as opposed to an active treatment option that treats all of the air in the defined space.

United Safety and Survivability Corporation

In January 2021 City transit staff discovered the Active Air Purification system from United Safety and Survivability Corporation (USSC). The system, based on photohydroionization (PHI) technology from RGF Environmental Group, is the only product found by City staff that:

- actively combats the spread of the virus (vs. passive methods);
- is based on technology that has been proven in independent labs to be effective against the virus;
- is safe for public contact as it uses naturally occurring hydro-peroxides;
- is easy to install within existing facilities and systems without expensive reconstruction; and
- requires minimal maintenance through the changing of a bulb once per year

The Active Air Purification technology utilizes a broad-spectrum, high-intensity Ultra Violet (UV) light targeted on a hydrated quad-metallic catalyst surface, contained within a hardware unit within an air conditioning system. Once operational, it pulls moisture from the air and generates advanced oxidation plasma that includes hydro-peroxides, super oxide ions, and hydroxide ions, which revert back to oxygen and hydrogen once they've come into contact with a pollutant (<https://www.rgf.com/phi>). More information on the underlying technology is attached as Exhibit A.

USSC also provides access to AEGIS, an antimicrobial surface treatment that uses nanotechnology to render physical surfaces inhospitable for germs, bacteria and odors. This liquid product is applied by an electrostatic sprayer and lasts for up to one (1) year from the original application. Once applied the product is resilient and cannot be removed by standard cleaners. More information about this product is attached as Exhibits B and C.

Parks, Recreation and Public Facilities Department staff were consulted in the preparation of this staff report and concurs with City staff's recommendation.

Storer Transit Systems, the contracted transit management and operations contractor, was involved early in the selection and review process and concurs with City staff's recommendation.

4. BASIS FOR RECOMMENDATION:

- A. The specified technology has been independently lab tested and proven effective to reduce the spread of the SARS-CoV-2 virus in enclosed spaces.
- B. The Active Air Purification system actively targets harmful particulates with a large space, while many other systems simply passively filter.
- C. The hardware equipment is relatively small, easy to install, and easy to maintain, with only UV bulb changes required on an annual basis.
- D. Deploying these technology solutions is in-keeping with the “innovation” and “excellence” guiding vision principles in the City’s Short-Range Transit Plan.
- E. Ensuring a safe environment on-board buses and in transit facilities is an important element in restoring passenger confidence and rebuilding ridership.
- F. Installation of an Active Air Purification system at the Transit Center leverages the existing HVAC system for distributing the air and minimizes the need for multiple, room-specific filtering options, which would be less effective overall.
- G. City staff conducted multiple reference checks with other public agencies across the country that have used this technology and they were all very satisfied with both the technology and their experience with USSC.
- H. Pursuant to Turlock Municipal Code Section 2-7-08(b)(6), bidding procedures are not required when the Council shall have adopted a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure.

5. FISCAL IMPACT / BUDGET AMENDMENT:

A budget amendment is not required.

There is no impact to the General Fund for the proposed purchases. The only future impact to the General Fund would be if a department or division that receives funding from the General Fund elects to procure and install such technology in those areas.

Transit Fleet Vehicles

The cost for the purchase, delivery, and train-the-trainer (mechanic) installation of Active Air Technology hardware, as well as the purchase and delivery of AEGIS antimicrobial surface treatment technology, for all 19 transit fleet vehicles is \$58,667.25 (Exhibit D). The total costs will be split between the fixed route and ADA paratransit modes. Costs associated with ADA paratransit (Dial-a-Ride) vehicles (\$15,438.75) will be charged to account number 425-40-415.51240 “LTF Capital.”

Costs associated with fixed route vehicles (\$43,228.50) will be charged to account number 426-40-415.51240 "LTF Capital."

Ongoing (long-term) costs are anticipated to be \$500 per year, per bus, for the replacement of multiple UV light bulbs. These reoccurring costs will be built into the transit budget.

Roger K. Fall Transit Center

The cost for the purchase and delivery of Active Air Technology hardware for the seven (7) HVAC units at the Transit Center is \$13,383.13 (Exhibit E) and will be charged to account number 426-40-415-238.51240 "LTF Capital."

In addition to procurement of the technology itself, City staff will seek installation services from the City's contracted HVAC maintenance firm, which is expected to cost less than \$1,500. Ongoing (long-term) costs are anticipated to be \$500 per year, per HVAC unit, for the replacement of multiple UV light bulbs. These reoccurring costs will be built into the transit budget.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Approve the purchase of either the Active Air Purification system or the AEGIS antimicrobial surface treatment for the transit buses, but not both. City staff does not recommend this approach because the combination of the air purification and surface treatment technology is part of a strategy for combatting the SARS-CoV-2 virus anywhere within the bus.
- B. Approve the proposed purchases, but reject approval of the proposed resolution allowing for future, sole source procurements directly from USSC. City staff does not recommend this approach since the technology has been proven to be safe and effective, is the only such proven technology that actively treats the air, and the sole source authority would expedite the procurement and deployment of such technology in City facilities, in accordance with public health goals.
- C. Reject the proposed purchases for the transit vehicles and Roger K. Fall Transit Center, as well as reject the resolution allowing for future, sole source procurements from USSC. City staff does not recommend this approach for several reasons:

- a. Enhanced cleaning protocols on transit buses and in transit facilities can only treat the surfaces. Active air purification technology is needed to treat the air in these areas.
- b. City staff has researched available technology and has not found an alternative technology that is equally effective or readily available.
- c. Implementing air treatment options is likely a necessary element to restoring passenger confidence and rebuilding ridership levels.
- d. A sole source resolution allows the City Manager, and designated individuals, to procure needed equipment and supplies to respond quickly to the ongoing COVID-19 pandemic.

Hydro-Peroxide for Indoor Air Quality!

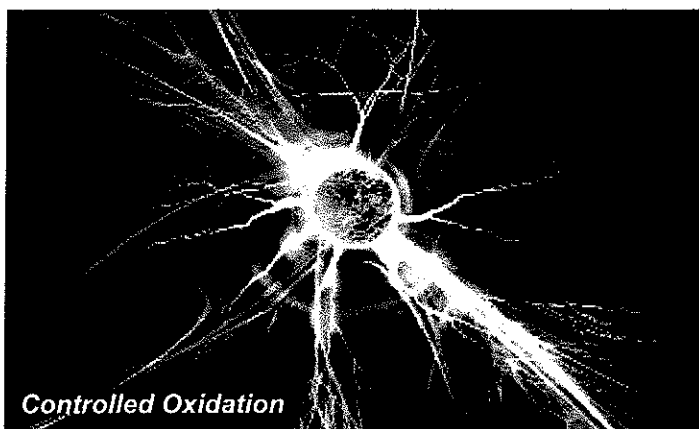
A new advanced Oxidation Technology utilizing "Ionized Hydro-Peroxide" is brought to the HVAC industry for indoor Air Quality!

Exhibit A

By Dr. James Marsden, Ronald G. Fink and Walter B. Ellis

Oxidation is technically defined as the losing or the giving up of an electron. It can involve very complex reactions between molecules and the oxidizers that are produced. For this article we will keep it simple and only look at some of the interactions between oxygen molecules and the different substances that they may contact. Controlled oxidation is an excellent way to destroy organics such as odors, viruses, bacteria, VOC's and mold. Unfortunately, uncontrolled oxidation can also destroy living tissue. Fire is an

example of rapid oxidation. Rust is an example of slow oxidation. As in many things, too much of a good thing can be dangerous. Some oxidizers are classified as "friendly"; which means when these oxidizers react they revert to water, hydrogen, or oxygen. Friendly oxidizers are always oxygen based. They include hydroxyl radicals, low level ozone, hydrogen peroxide, and oxygen.



fire and flood restoration companies. The use of ozone as an indoor air quality method for occupied spaces quickly was picked up by Sharper Image with a product called "Ionic Breeze", basically an ion generator that produced ozone. Numerous State Attorney Generals filed suit against Sharper Image for false and misleading advertising which ultimately forced the company into bankruptcy.

Ozone is an effective oxidizer, but it carries a health warning at a relatively low dosage. A look at Table 1 of oxidizing agents shows ozone as number 3, just below fluorine and the hydroxyl radical, which are far too dangerous to consider.

Chlorine (CL) is a chemical that creates a byproduct of trihalomethanes that are known carcinogens linked to cancer in humans. Oxygen (O₂) is good, but by raising oxygen levels, fire hazards are created.

This leaves us with Hydrogen Peroxide (H₂O₂), number four on the list, just below ozone, hydrogen peroxide is a compound of two parts hydrogen and two parts oxygen ⁽²⁾, simply water (H₂O) with one extra atom of oxygen. Sounds safe enough! Hydrogen Peroxide has been used by the medical community for 170 years, mostly for disinfection purposes. In the 1920s, the British cut the mortality rate for pneumonia from 80% to 48% using Hydrogen Peroxide therapy. Hydrogen Peroxide (H₂O₂) is considered the safest oxidizer available (after oxygen). It is widely used today in toothpaste, mouthwash and household

example of rapid oxidation. Rust is an example of slow oxidation. As in many things, too much of a good thing can be dangerous. Some oxidizers are classified as "friendly"; which means when these oxidizers react they revert to water, hydrogen, or oxygen. Friendly oxidizers are always oxygen based. They include hydroxyl radicals, low level ozone, hydrogen peroxide, and oxygen.

Table 1

Oxidizing Agents Redox	Potential (v) ⁽¹⁾	Government Safety Limits ^{(1) (2) (3)}
1. Fluorine (F)	2.87	Not recommended
*2. Hydroxyl radical (OH)	2.86	Too fast to measure
*3. Ozone (O ₃)	2.07	.04 ppm
*4. Hydrogen Peroxide (H ₂ O ₂)	1.78	1.0 ppm
5. Chlorine (CL)	1.36	.5 ppm
*6. Oxygen (O ₂)	1.23	19.5-23.5%
*Friendly Oxygen-Based Oxidizers		

Hydroxyl radicals are almost theoretical in that they are so reactive that they are created and decomposed almost instantaneously. They are typically confined to the reaction surfaces of the catalyst where they are made. They can be difficult to control, and accordingly are not always practical to use for indoor air treatment systems.

Ozone was discovered in the late 1800s in France and has been used extensively for water and food purification. Unlike America, Europe prefers ozone over chlorine for water purification. In the 1980s, ozone began to appear in air purification primarily as a way to destroy various odors including smoke.

Commercial ozone generators are still very popular with



Hydrogen peroxide products

Copyright © RGF 2012

cleaners. An old household remedy for children with respiratory problems is to put a tablespoon of hydrogen peroxide in a vaporizer.

Why not use it to disinfect the indoor air we breathe? We know it works in high concentrations as tested by the EPA for use in disinfecting HVAC ducts for Anthrax spores.^{(3) (4)} Should we have another terrorist Anthrax incident or a contaminated hospital, vaporized Hydrogen Peroxide (H₂O₂) has been successfully tested.

Some will say that Hydrogen Peroxide (H₂O₂) in levels over 1 ppm can be a health hazard. This is probably true, but high levels of almost everything can be a health hazard. After all, too much oxygen can cause oxygen toxicity or poisoning, which will lead to cell damage and death.⁽³⁾ Even consuming too much water can be fatal.

Hydroperoxides are known as Mother Nature's natural, enviro-friendly cleaning agent. Maybe mother did know best when she said "Go play outdoors, it's healthier". Ionized hydrogen peroxides are responsible for the air smelling so clean after a thunder storm. The combination of ions from lightning, water and sun increase the natural level of hydrogen peroxide, thereby cleaning the air. Typical outdoor levels of hydroperoxides run between .01 to .03 ppm. The Government safety ⁽²⁾ guideline on hydroperoxide gas is 1.0 ppm, .02 ppm (typical outdoor levels) is 1/50 or well below the Government safety limits.



Hydroperoxides outdoor levels --
.01 ppm to .03 ppm ^{(7) (8) (10)}




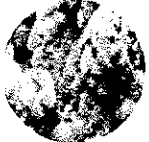

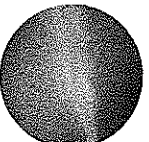
Hydroperoxides inside house PHI unit off --
.00 ppm ^{(9) (10)}

Hydroperoxides inside house PHI unit on --
.01 ppm to .02 ppm ^{(9) (10)}

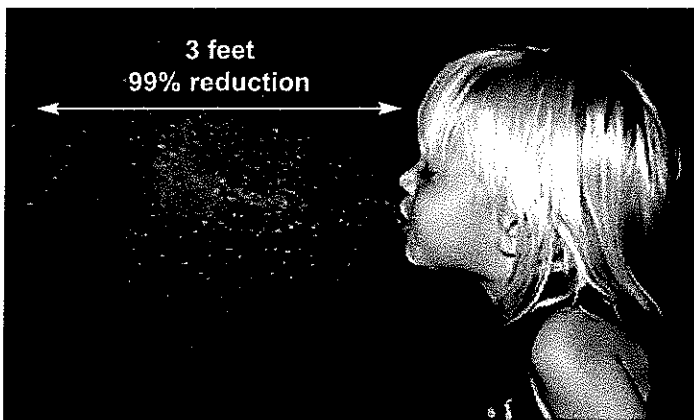
Now, .01 ppm may not sound like a lot, but there are approximately 177,000,000,000,000,000 hydroperoxide gas molecules in a single litre of air, which means they are close to one micron apart. So, bacteria, odors, viruses, VOCs, mold, etc. do not have to go far to be hit with one and destroyed. Hydroperoxide gas at levels of .01 ppm are now recognized by the EPA as an effective infection control and microbial treatment technology.

A technology developed in the late 1990s by RGF Environmental creates hydroperoxides from moisture in the air within an HVAC system, almost like misting the indoor air with a weak hydrogen peroxide solution. Photohydroionization™ (PHI), a patented ionized hydroperoxide technology developed by RGF Environmental simulates the natural hydroperoxides in the outdoor air. The technology works on a rare metal catalyst and a hydrating agent activated by a broad spectrum ultraviolet light reacting with ambient moisture in the air creating hydroperoxides. A later PHI development, also by RGF, ionized the hydroperoxides, basically super charging them. The concept is a proactive, aggressive method of indoor air sanitation instead of a contaminant or microbe being trapped or killed in a filter system. PHI systems kill microbes at the source, in the room before you come in contact with them. Hundreds of independent studies and lab tests have proven Photohydroionization™ to be a very effective and safe method of controlling airborne organics. A byproduct of this technology actually lowers ambient ozone levels, as when an ozone molecule reacts with the catalyst it is used in the conversion to a hydroperoxide molecule. Other advantages are very low energy consumption, about 12 watts, which is about the same as the light in your refrigerator making it a green product and there is no air flow restriction or back-pressure on the hvac blower! The air is so clean that you can actually smell the difference as a wide variety of odors are reduced from 55% to 98%⁽¹²⁾.

Typical Test Results PHI Technology Hydroperoxide levels of .01-.02 ppm

	Virus	99%
	Bacteria	99%
	Odors	55% - 98%
	Mold	97% - 98%
	VOCs	80% - 99%
	Smoke	70%

Sneeze Study⁽⁹⁾



Many of these studies and lab tests were done on airborne contaminants as well as surfaces. This is important because, as with the Norwalk Virus, much of the spread of the virus was from touching contaminated surfaces. The ionized hydroperoxide molecules settle on surfaces and continue to kill microbes.

The PHI technology has been extensively employed by the food industry for the last 17 years. Also, medical facilities have embraced it to reduce rates of H1N1, SARS, C-Diff⁽⁹⁾, MRSA, etc. Schools use it as it can reduce absenteeism of students and teachers. One PHI validation study was to destroy the microbes of a sneeze, which it did-99% at three feet.⁽⁹⁾

PHI has been tested and approved by the military and homeland security. Hundreds of cruise ships have installed PHI technology throughout the ship, which has helped eliminate the Norwalk Virus problem plaguing that industry for years. Thousands of hotel rooms, chain restaurants and hospitals also utilize PHI technology.

One of the best features is, with well over one million PHI cells in use worldwide over the past 15 years, PHI has a perfect safety record!

RGF has brought PHI technology to the HVAC industry and has expanded their PHI product line to include residential units.

Footnotes

- (1) Infection Control Today, May 2008
- (2) Health Guidelines for Hydrogen Peroxide, US Dept. of Labor, OSHA
- (3) Oxygen Toxicity, Wikipedia. org
- (4) Peroxide of Hydrogen as a Remedial Agent (Journal of the American Medical Association, March 4, 1988)
- (5) Vaporized Hydrogen Peroxide, Wikipedia.org
- (6) Purified Hydrogen Peroxide, U.S. EPA
- (7) Atmospheric Hydrogen Peroxide, Peking University, Beijing, China 2008
- (8) Measurement of Atmospheric Hydrogen Peroxide, North Carolina State University
- (9) Kansas State University testing results of PHI™ technology, 2000 to 2012

- (10) Katz Analytical for RGF Environmental Group, 2010
- (11) PHI Study by Kansas City Public Health Dept., 2010, Dr. L. Franken
- (12) PHI odor testing C&W Engineering 2008

Authors:

Dr. James Marsden, Distinguished Regents Professor at Kansas State University, who has conducted research on Advanced Oxidation Technology for the past 15 years. He has authored numerous articles and holds many patents.

Ron Fink, President/CEO, Founder of RGF Environmental Group, Inc., holds a BSME and has been active in nuclear weapon detection for the Defense Intelligence Agency (DIA), the Nuclear Power Industry and Advanced Oxidation. He holds numerous patents, has authored numerous articles and is a Certified Indoor Air Professional.

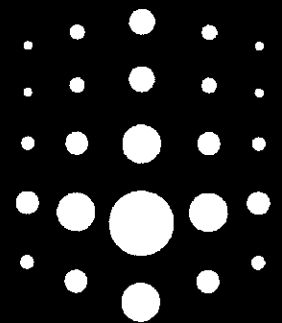
Walter B. Ellis, Vice President, Research & Development, RGF Environmental Group, Inc., BS Degree in Biology & Marine Biology. Mr. Ellis is a specialist in Advanced Oxidation. He has authored several published technical papers and holds numerous patents. He is an Association of Energy Engineers (AEE) Certified Indoor Air Quality Professional (CIAQP).

aegis[®] 

LONG LASTING
SURFACE PROTECTION

- ✓ Safe
- ✓ Durable
- ✓ Effective
- ✓ Globally Registered

*PROTECT Surface Protection Program
with the AEGIS[®] Microbe Shield[®]*



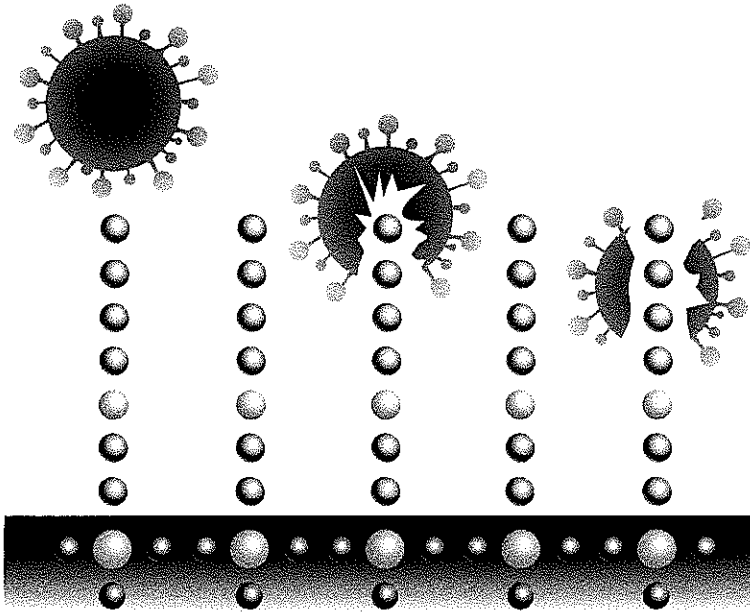
PROTECT

Overview

Protecting the surfaces where you live, work, and play.

For over 30 years AEGIS has been the worlds most widely used antimicrobial.

Used on both hard and soft surfaces, AEGIS is an enduring antimicrobial surface treatment that provides on-going surface protection for up to 1 year against the growth of bacteria, fungi, mold, mildew, and algae.



AEGIS forms a protective coating that molecularly bonds with products upon application and inhibits the growth of microbes on surfaces.

When applied to surfaces, AEGIS forms a colorless, odorless, positively charged polymer that attracts, then electrocutes, ruptures, and disintegrates a microbe's negatively charged cell membrane.

AEGIS has a history of safe use and durability, ensuring long-lasting antimicrobial efficacy and is used by name brand manufacturers globally.

AEGIS (pronounced ee-juhs)

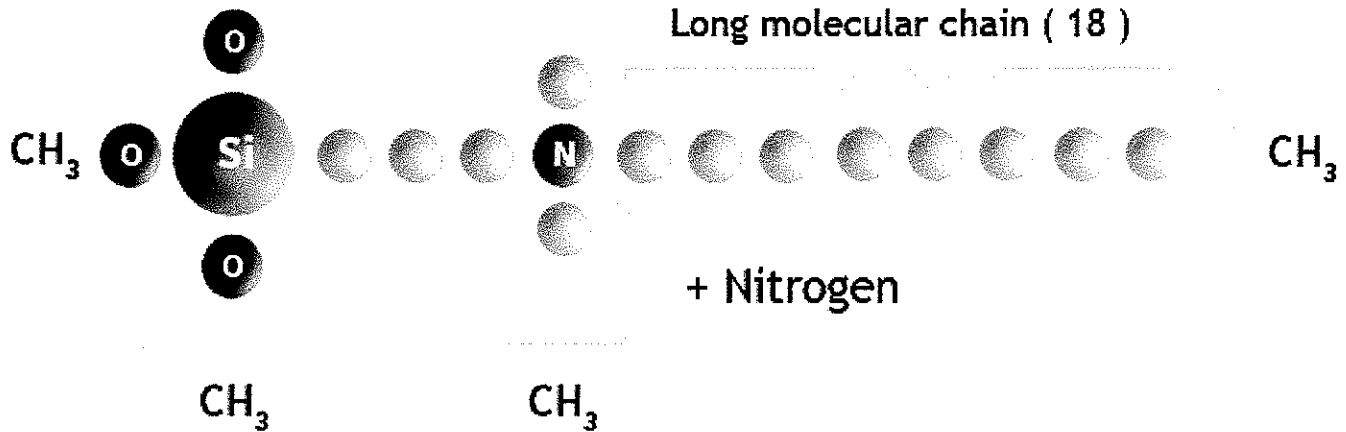
Why AEGIS is Different

AEGIS is not a disinfectant or cleaner, it is an antimicrobial that is designed to support, not replace, your existing cleaning and disinfection protocols. Compared to traditional products AEGIS has many benefits:

- 1 AEGIS does not leave the surface when applied. Conventional products penetrate living cells and kill by way of poisoning the organism or disrupting a vital life process - they are designed to act and dissipate quickly.
- 2 AEGIS lasts on most surfaces for up to a year or longer. Most commercial antimicrobials do an adequate job of controlling bacteria and fungi, but have a limited range of effectiveness typically 6 months or less.
- 3 AEGIS has been tested to be effective on many surfaces including glass, fabric, metal, and plastic.
- 4 AEGIS is the only globally registered antimicrobial and used by name brand manufacturers.
- 5 AEGIS creates an inhospitable environment for microbes to live on and will not create resistant organisms.

Technology

Proven to be the most durable and effective antimicrobial. Period.



The technical active ingredient is a conventional quaternary ammonium salt (organo) which is chemically spliced to a silane molecule, resulting in a highly active molecule that has both tenacious bonding capabilities as well as excellent antimicrobial properties.

Active Ingredient: (3-trimethoxysilyl propyldimethyloctadecyl ammonium chloride)

During the application process stable bonds between OH- sites on the AEM5700 molecule and the positive charge on the nitrogen atoms (N+) form. The result of this chemical process is the creation of a large co-polymer chemically bonding AEGIS to the target substrate.

Positively Charged Nitrogen

The positively charged atom of nitrogen attracts the negatively charged cell walls of bacteria, molds, mildew, and fungi.

Silane Base

Enables the antimicrobial to anchor securely onto the substrate providing long-lasting antimicrobial product protection.

Long Carbon Chain

The long molecular chain or "spike" is the part that comes into contact and disrupts the cell membranes

Used on Both Hard and Soft Surfaces

AEGIS has been tested to be effective on many surfaces including glass, fabric, metal, and plastic to control and prevent microbial growth including bacteria, fungi, mold, mildew, and algae.

Hard and finished surfaces
(concrete, wood, plastic, drywall, masonry supplies, glass, rubber, stainless steel, and much more.)

Textiles, woven, and porous materials
(carpet, upholstery, linens, clothing, sports equipment, vehicles, janitorial cleaning equipment)

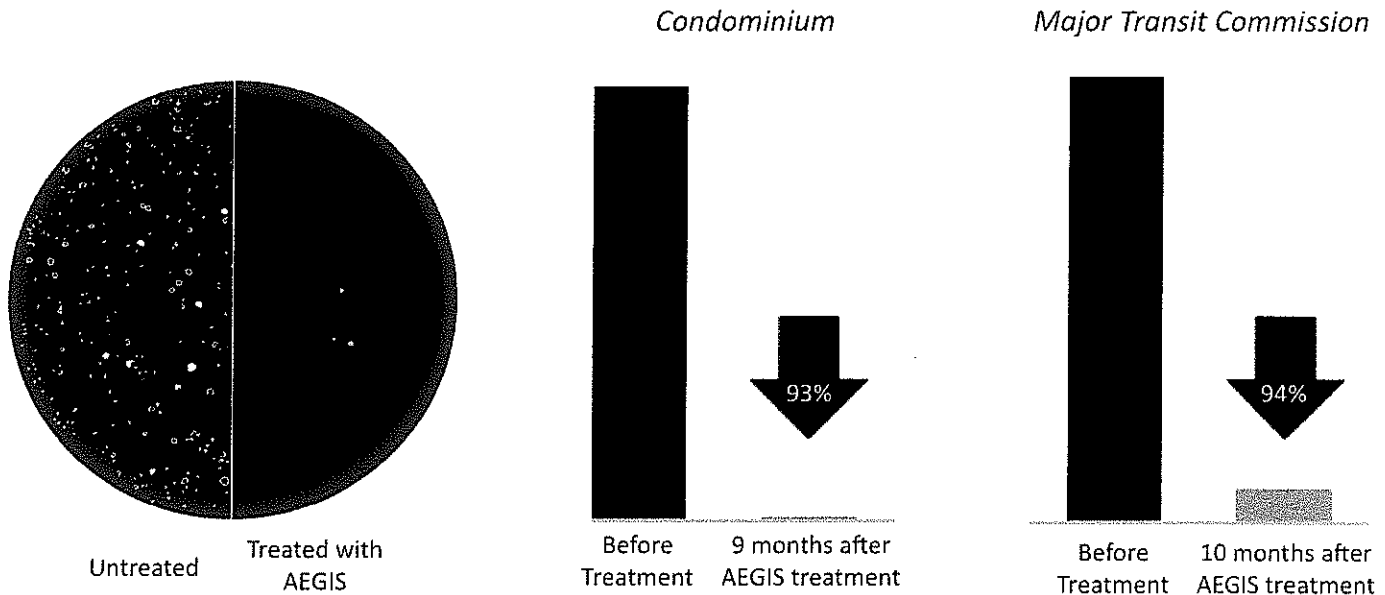
aegis[®]

AEGIS has been used for over 30 years to control and prevent microbial growth across many industries.

Healthcare Education Multi-uni Residential Professional Sports First Responders Commercial

Independent Test Results

Testing was conducted by independent labs, showing the sustained decrease in surface microbial contamination. Additional tests and case studies available upon request.



Approvals & Care



AEGIS is not a disinfectant. AEGIS is registered with health authorities around the world including Health Canada and the US Environmental Protection Agency. Health Canada PCP 15133, US EPA 64881-1 64881-2

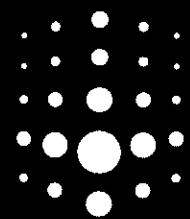


AEGIS and the AEGIS Microbe Shield are trademarks of Microban International.

How to Care for AEGIS

- AEGIS bonds instantly and dries in 3 to 5 minutes on high-touch and high-traffic surfaces, 2 to 24 hours on treated fabrics such as carpets.
- AEGIS can be weakened or deactivated over time by highly caustic materials (pH 11+).
- Clean AEGIS treated surfaces with soap and water or non-caustic disinfectants.
- AEGIS can be removed by abrasion.

For more information contact:



PROTECT

PROTECT Technologies is the distributor of AEGIS
www.protect-technologies.com

AEGIS® AND DURABILITY

The Aegis Microbe Shield is applied to impart enduring antimicrobial protection to porous and nonporous non food contact surfaces to control and prevent the growth of microbes.

The duration of effect is largely dependant upon the traffic of abrasive activity that could be expected to be applied to the treated surface. A high touch surface like a doorknob will likely last a shorter duration than a wall or board room table. As a general rule, Protect Technologies will support that the treated surface will continue to be protected from the growth of microbes for a period of 12 months.

STUDIES:

Fungal Remediation and Protective Antimicrobial Treatment of a Grossly Contaminated Ten Story Hospital. Kumar et al. Aegis Environmental, Midland MI.

- Fungal infestation, entire 10 story hospital.
- Treatment with Aegis Microbe Shield. 5 Month follow up

RESULTS:

Location	Pre-treatment CFU/m ³	2005		2006		
		November	December	January	February	March
Total Average	791.4	48.1	56.1	72.2	101.4	96.6
Building Sites	307	307	307	307	307	307

Significant reduction in growth of microorganisms across 307 sites over 5 months

- Pre-treatment retrievals were in the range of 35-4730 CFUs/M3 with an average of 791.4 CFU/M3
- Post treatment during first month following restoration produced an average of 48 CFU/M3 at 307 sites. 24% of sites had 0 CFUs/M3
- Testing of the facility at five months following restoration showed 12% of the indoor environment to be free of airborne fungi, 53% with <100 CFU/M3 of air, and 35% with 100 - 200 CFU/M3. This represented an on average reduction from the 307 sampling sites of 88% or almost nine times.

This document is for technical use only and these claims may not be acceptable for consumer facing marketing collateral.

**Improved Control of Microbial Exposure Hazards in Hospitals:
A 30-Month Field Study** R.A. Kemper et al.

- Catastrophic loss due to 500,000 gallon water pipe failure
- Treatment of entire hospital with Aegis Microbe Shield
- Follow up for 30 Months

RESULTS:

Location	Pre-treatment CFU/m ³	1990	1991		1992	
			M-1 01 ¹	M-3 03 ²	M-1 01	M-1 03
Total Average	2,655.2	4.1	1.8	0.8	0.7	0.4
Building Sites	209	643	83	82	105	86

- 30 month follow up
- Pre-treatment CFU retrievals were in the range of 721 – 2800 CFUs/M3 with an average of 2,655 across 209 sites
- Post treatment sampling at 7 months following restoration produced an average of 4.1 CFUs/M3 at 643 sites
- Post treatment sampling at 30 months produced an average of 0.4 CFUs/M3

Street Car Transit Vehicle Follow-up Study – Aegis / Bombardier 2009-2010

- 9 month follow up
- Significant, enduring reductions in CFUs over 9 months

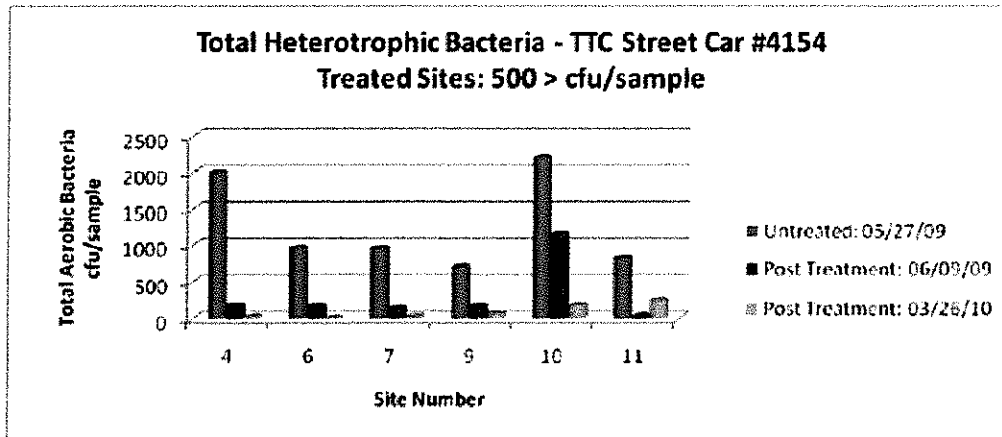
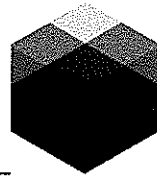


Figure 1: Results for the enumeration of Total Heterotrophic Bacteria on various surfaces of the Street Car #4154 before (May 27, 2009) and after (June 9, 2009) treatment with Aegis Microbe Shield Technology. Follow up March 26, 2010 Sites showing > 500 cfu initially.

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UNITED SAFETY
 & SURVIVABILITY CORPORATION™

Quote

2/12/2021 6:52:14 PM

United Safety and Survivability Corp.
 101 Gordon Drive
 Exton PA 19341

610-265-3610

Customer: TURL001

Prospect:

Wayne York
 City of Turlock
 1418 N. Golden State Blvd., Ste. 1
 Turlock CA 95380
 United States

Phone: (209) 669-2801

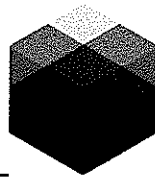
Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
Q000011086	NET 30 DAYS	2/8/2021	12/31/2021	NASS	USD US Dollars
	Quantity	Item		Unit Price	Extended Price
	10.000			3,250.00000	
	EA	81G53005-24VD PHI 9" KT/TWO UNITS/BUS/ENG/PLNM/24VDC			32,500.00
	9.000			1,550.00000	
	EA	81G53015-12VD CAPS-CMTR/SNGLE UNIT/15' HRNS/10.8-18VDC			13,950.00
	1.000			1,000.00000	
	EA	FS - 03 FULL DAY ONSITE REVIEW			1,000.00
	5.000			1,250.00000	
	EA	339G0001-NN AEGIS MICROBAN GERM & ODOR PROT/5GAL BKT			6,250.00

This proposal was completed by Kellie Melleady & if you have any questions you may contact Kellie at Kmelleady@usscgroup.com or by phone at 610-994-5401

Terms- NET 30 (Based on Credit Application Approval)
 Prices quoted in USD
 FOB - EXTON, PA
 USSC standard terms and conditions apply

Quote



UNITED SAFETY & SURVIVABILITY CORPORATION™

2/12/2021 6:52:14 PM

United Safety and Survivability Corp.
101 Gordon Drive
Exton PA 19341

610-265-3610

Customer: TURL001

Prospect:

Wayne York
CITY OF TURLOCK
156 S. Broadway, Ste. 270
Turlock CA 95380
United States

Phone: (209) 669-2801

Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
Q000011086	NET 30 DAYS	2/8/2021	12/31/2021	NASS	USD US Dollars

Sale Amount: 53,700.00

Order Disc(0.00%): 0.00

Sales Tax: 4,967.25

Misc Charges: 0.00

Total Amount: 58,667.25

If any information on this sheet is incorrect, please contact your Customer Service representative immediately. Thank you! We appreciate your business!

United Safety and Survivability Corporation Terms and Conditions of Sale

Please notify United Safety and Survivability Corp. ("Seller") immediately in the event of any errors in the attached acknowledgement. If Seller does not receive written notice of any such error within two (2) days of the date of the attached acknowledgment, then the acknowledgment, including these terms and conditions (collectively, this "Agreement"), shall be deemed correct and complete and accepted by the buyer of the products and services set forth on the attached acknowledgment ("Buyer") and shall reflect the entire agreement between Buyer and Seller with respect to the subject matter herein.

1. This Agreement supersedes Buyer's purchase order, and any conflicting or additional terms or conditions contained in Buyer's purchase order are hereby rejected. Seller's acceptance of Buyer's order for the products and services covered by the attached acknowledgement (the "Products") is conditioned upon Buyer's agreement that this Agreement constitutes the sole terms and conditions with respect to the sale and purchase of the Products. All agreements predating this Agreement and relating to the sale and purchase of the Products, including those covering credit terms, freight allowances, and waivers of any other standard charges, are hereby declared void. No courses of dealing, usage of trade or course of performance is relevant to explain or supplement any terms of this Agreement. This Agreement (including, without limitation, the specifications for the Products) shall not be amended, modified, canceled or rescinded, except in a writing signed by the party against whom the amendment modification, cancellation, or recession is sought. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts entered into by residents of Pennsylvania and wholly performed in Pennsylvania, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Buyer and Seller consent to the exclusive jurisdiction of the courts with jurisdiction over Chester County, Pennsylvania in any and all actions and proceedings arising hereunder and waive the right to object to the venue or forum as improper or inconvenient. Notwithstanding the foregoing, either party may seek equitable relief in any court of competent jurisdiction. Buyer and Seller further consent to service of process by certified mail, return receipt requested to their respective addresses.

2. Buyer shall pay Buyer's invoices within thirty (30) days of the date of invoice. Buyer's payments shall be in United States Dollars and in immediately available funds. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum

⚠ WARNING: This product can expose you to chemicals, including lead, which is known to the State of California to cause cancer and or birth defects or other reproductive harm.

For more information, visit www.P65Warnings.ca.gov

payable by Buyer to Seller. Overdue payments accrue interest at the lesser of 1 1/2% per month or the maximum interest rate permitted by applicable law from the due date until the date of payment in full.

3. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may suspend performance and/or require different payment terms, until such time as seller receives assurances acceptable to Seller of Buyer's ability to pay Seller's invoices in accordance with this Agreement. Further, Seller has no obligation to continue production or to make any shipment if Buyer is overdue on any payments to Seller, whether under this Agreement or otherwise. If Seller suspends performance and later proceeds with such order, Seller is entitled to such extension of time for performance as is necessitated by the suspension.

4. Applicable federal, state and local taxes in effect from time to time, in connection with the sale and purchase of the Products ("Taxes") are not included in the price and are the sole responsibility of Buyer. If Seller is required by applicable law to collect Taxes, Seller will endeavor to add such Taxes to Seller's invoices for the Products unless, with respect to Taxes due to a particular taxing authority, Buyer provides Seller with a valid tax exemption certificate indicating that the sale of the Products is not subject to such taxation or collection by Seller. Failure of Seller to add any Taxes to an invoice shall not relieve Buyer of its obligation to pay Taxes.

5. The delivery dates set forth in the attached acknowledgement constitute estimates only and are not firm or binding commitments. Seller is entitled to make partial shipments. Failure to deliver on any estimated delivery dates shall not constitute a breach or violation of this Agreement, shall not entitle the Buyer to any right, reimbursement, indemnification, payment or other accommodation from the Seller and shall not be cause for cancellation by Buyer or claims for damages, charges or liability of any kind whatsoever (including, without limitation, consequential damages) against Seller. Buyer may cancel or change the order only if production of the Products has not started. As soon as production of the Products begins, Buyer is responsible for accepting delivery and payment according the terms of this Agreement.

6. The purchase price for the Products are as stated on the face of the attached acknowledgement; provided, however, that if Seller announces a general price increase, the purchase price may be revised to include such price increase. Seller may at its sole discretion add a surcharge to the price of goods predicated upon increases in the cost of raw materials or energy. Such surcharges may be adjusted periodically to reflect a change in such costs.

7. Certain of the Products are covered by the FMNA Limited Warranty which is attached to Exhibit A to this Agreement. If the Product is not covered by the FMNA Limited Warranty, Seller provides such Product to Buyer "AS-IS" AND WITHOUT WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE BUT EXCLUDING TITLE.

8. Seller does not provide any form of indemnification to Buyer. In no event shall Seller be responsible to indemnify, defend or hold Buyer harmless from any claims, losses, demands, liabilities, expenses, attorneys' fees, suits or judgments arising with respect to the sale, resale, maintenance, operation, failure or use of any of the Products. Buyer shall indemnify, defend and hold Seller harmless from any and all claims, losses, demands, liabilities, expenses, attorneys' fees, suits and judgments, including, without limitation, all fees (including attorneys' fees), expenses and costs of collection, arising with respect to (a) any breach or violation of this Agreement, and/or (b) the sales or use of any of the Products covered by this Agreement and/or any other such other products sold by Seller to Buyer.

9. Seller shall deliver the Products FCA (Incoterms 2010) Seller's place of shipment with all shipping and insurance charges being borne by Buyer and, where prepaid by Seller, being included in the invoice for the Products shipped. Title to the Products and all risk of loss or damage with respect to the Products shall pass to and be borne by Buyer upon delivery of the Products by Seller to the carrier. To secure payment by Buyer of the amounts due Seller under this Agreement, Buyer hereby grants to Seller a purchase money security interest in the Products under Article IX of the UCC as in effect in the Commonwealth of Pennsylvania. Buyer agrees to execute, deliver, and file any financing statements, security agreements or other documents, and to do any and all acts, which are requested by Seller to perfect, continue perfected, or evidence such security interest.

10. Any assignment of this Agreement, or any rights hereunder, by Buyer without prior written consent of Seller shall be void. This Agreement is for the exclusive benefit of Buyer and Seller and not for the benefit of, nor does it grant any rights to, any other person, corporation, firm, organization or entity. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Buyer acknowledges that the Products are specifically manufactured for the Buyer and, therefore, this Agreement is not cancelable by Buyer.

12. Buyer and Seller acknowledge that the following provisions have been negotiated by them, reflect a fair allocation of risk and such allocation is reflected in the fees payable under this Agreement:

(a) IN NO EVENT SHALL SELLER'S LIABILITY, IN THE AGGREGATE, FOR DAMAGES ARISING OUT OF THE USE OF THE PRODUCTS OR ARISING UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO BUYER OR ANY OTHER PERSON OR ENTITY EXCEED THE PRICE ACTUALLY PAID BY BUYER FOR THE PRODUCTS..

(b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOOD WILL, WORK STOPPAGE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER DIRECTLY OR INDIRECTLY CAUSED, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. If the performance by either party of any obligation under this Agreement, other than the payment of money, is prevented or impaired by Force Majeure (as defined below) for any cause beyond the reasonable control of the defaulting party, such party shall be excused from performance so long as such situation continues to prevent or impair performance; provided that the party claiming such excuse shall have promptly notified the other party of the existence, nature, duration and other details of such cause and shall at all times use its reasonable efforts consistent with its normal business practices to resume a complete performance. If either party anticipates that a Force Majeure may occur, that party shall notify the other promptly and explain the nature, details and expected duration thereof. The affected party will advise the other from time to time as to the progress in remedying the situation and as to the time when the affected party expects to resume its obligations and shall notify the other as to the expiration of any Force Majeure as soon as the affected party knows the date thereof. "Force Majeure" shall mean an event beyond the reasonable control of a party including, but not limited to, fire, flood, sabotage, shipwreck, embargo, strike, explosion, riot, act of governmental authority (including, without limitation, acts relating to raw material or product allocation), acts of God and acts of war.

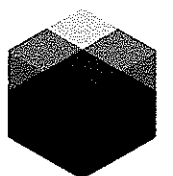
14. If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

⚠ WARNING: This product can expose you to chemicals, including lead, which is known to the State of California to cause cancer and or birth defects or other reproductive harm.

For more information, visit www.P65Warnings.ca.gov

15. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

16. To the fullest extent permitted by law, purchaser shall defend, indemnify and hold harmless United Safety and its directors, officers, employees and agents, from and against any and all third-party claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses (collectively, "Claims"), to the extent solely, and only to the extent, caused by, arising out of, or resulting from, damage or injury, arising from or related to any of the following: (i) the willful misconduct or negligence of purchaser or any of its employees, officers, directors, representatives, contractors or agents, (ii) the use, installation, maintenance or servicing of purchaser's UVPHI Products in a manner which is not in full compliance with United Safety's [specifications, instructions and user manual], (iii) the use of United Safety's UVPHI Products by a party other than purchaser, or (iv) any act, omission, illness, disease, condition or circumstance to which any of purchaser's employee, contractor, representative, agent, customer or rider does, fails to do, carries, communicates or to which such person is subject or is in any way effected by including, without limitation, any Claim related to any illness, pandemic, disease (including, without limitation, COVID 19 or any strain or mutation thereof) or any side effect of, or injury resulting from, of the foregoing or the treatment thereof. The indemnification set forth in this Section with respect to any Claim shall survive termination or expiration of any Contract. In no event shall United Safety have any indemnification or other liability for a Claim if such notice is provided more than thirty (30) days after purchaser becomes aware of the facts and circumstances underlying such Claim.



Quote

2/12/2021 6:52:39 PM

United Safety and Survivability Corp.
101 Gordon Drive
Exton PA 19341

610-265-3610

Customer: TURL001

Prospect:

Wayne York
City of Turlock
1418 N. Golden State Blvd., Ste.
1 Turlock CA 95380
United States

Phone: (209) 669-2801

Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
Q000011102	NET 30 DAYS	2/12/2021	12/31/2021	NASS	USD US Dollars
	Quantity	Item		Unit Price	Extended Price
	7.000			1,750.00000	
	EA	83G53003-NN			12,250.00
		AIR PURIFICATION/PHI/REMEHALO/24VAC			

This proposal was completed by Kellie Melleady & if you have any questions you may contact Kellie at Kmelleady@usscgroup.com or by phone at 610-994-5401

Terms- NET 30 (Based on Credit Application Approval)
Prices quoted in USD
FOB - EXTON, PA
USSC standard terms and conditions apply

Sale Amount:	12,250.00
Order Disc(0.00%):	0.00
Sales Tax:	1,133.13
Misc Charges:	0.00
Total Amount:	13,383.13

If any information on this sheet is incorrect, please contact your Customer Service representative immediately. Thank you! We appreciate your business!

United Safety and Survivability Corporation Terms and Conditions of Sale

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1. This Agreement supersedes Buyer's purchase order, and any conflicting or additional terms or conditions contained in Buyer's purchase order are hereby rejected. Seller's acceptance of Buyer's order for the products and services covered by the attached acknowledgement (the "Products") is conditioned upon Buyer's agreement that this Agreement constitutes the sole terms and conditions with respect to the sale and purchase of the Products. All agreements predating this Agreement and relating to the sale and purchase of the Products, including those covering credit terms, freight allowances, and waivers of any other standard charges, are hereby declared void. No courses of dealing, usage of trade or course of performance is relevant to explain or supplement any terms of this Agreement. This Agreement (including, without limitation, the specifications for the Products) shall not be amended, modified, canceled or rescinded, except in a writing signed by the party against whom the amendment modification, cancellation, or recession is sought. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts entered into by residents of Pennsylvania and wholly performed in Pennsylvania, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Buyer and Seller consent to the exclusive jurisdiction of the courts with jurisdiction over Chester County, Pennsylvania in any and all actions and proceedings arising hereunder and waive the right to object to the venue or forum as improper or inconvenient. Notwithstanding the foregoing, either party may seek equitable relief in any court of competent jurisdiction. Buyer and Seller further consent to service of process by certified mail, return receipt requested to their respective addresses.

2. Buyer shall pay Buyer's invoices within thirty (30) days of the date of invoice. Buyer's payments shall be in United States Dollars and in immediately available funds. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller. Overdue payments accrue interest at the lesser of 1 1/2% per month or the maximum interest rate permitted by applicable law from the due date until the date of payment in full.

3. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may suspend performance and/or require different payment terms, until such time as seller receives assurances acceptable to Seller of Buyer's ability to pay Seller's invoices in accordance with this Agreement. Further, Seller has no obligation to continue production or to make any shipment if Buyer is overdue on any payments to Seller, whether under this Agreement or otherwise. If Seller suspends performance and later proceeds with such order, Seller is entitled to such extension of time for performance as is necessitated by the suspension.

4. Applicable federal, state and local taxes in effect from time to time, in connection with the sale and purchase of the Products ("Taxes") are not included in the price and are the sole responsibility of Buyer. If Seller is required by applicable law to collect Taxes, Seller will endeavor to add such Taxes to Seller's invoices for the Products unless, with respect to Taxes due to a particular taxing authority, Buyer provides Seller with a valid tax exemption certificate indicating that the sale of the Products is not subject to such taxation or collection by Seller. Failure of Seller to add any Taxes to an invoice shall not relieve Buyer of its obligation to pay Taxes.

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6. The purchase price for the Products are as stated on the face of the attached acknowledgement; provided, however, that if Seller announces a general price increase, the purchase price may be revised to include such price increase. Seller may at its sole discretion add a surcharge to the price of goods predicated upon increases in the cost of raw materials or energy. Such surcharges may be adjusted periodically to reflect a change in such costs.

7. Certain of the Products are covered by the FMNA Limited Warranty which is attached to Exhibit A to this Agreement. If the Product is not covered by the FMNA Limited Warranty, Seller provides such Product to Buyer "AS-IS" AND WITHOUT WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE BUT EXCLUDING TITLE.

8. Seller does not provide any form of indemnification to Buyer. In no event shall Seller be responsible to indemnify, defend or hold Buyer harmless from any claims, losses, demands, liabilities, expenses, attorneys' fees, suits or judgments arising with respect to the sale, resale, maintenance, operation, failure or use of any of the Products. Buyer shall indemnify, defend and hold Seller harmless from any and all claims, losses, demands, liabilities, expenses, attorneys' fees, suits and judgments, including, without limitation, all fees (including attorneys' fees), expenses and costs of collection, arising with respect to (a) any breach or violation of this Agreement, and/or (b) the sales or use of any of the Products covered by this Agreement and/or any other such other products sold by Seller to Buyer.


9. Seller shall deliver the Products FCA (Incoterms 2010) Seller's place of shipment with all shipping and insurance charges being borne by Buyer and, where prepaid by Seller, being included in the invoice for the Products shipped. Title to the Products and all risk of loss or damage with respect to the Products shall pass to and be borne by Buyer upon delivery of the Products by Seller to the carrier. To secure payment by Buyer of the amounts due Seller under this Agreement, Buyer hereby grants to Seller a purchase money security interest in the Products under Article IX of the UCC as in effect in the Commonwealth of Pennsylvania. Buyer agrees to execute, deliver, and file any financing statements, security agreements or other documents, and to do any and all acts, which are requested by Seller to perfect, continue perfected, or evidence such security interest.

10. Any assignment of this Agreement, or any rights hereunder, by Buyer without prior written consent of Seller shall be void. This Agreement is for the exclusive benefit of Buyer and Seller and not for the benefit of, nor does it grant any rights to, any other person, corporation, firm, organization or entity. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Buyer acknowledges that the Products are specifically manufactured for the Buyer and, therefore, this Agreement is not cancelable by Buyer.

12. Buyer and Seller acknowledge that the following provisions have been negotiated by them, reflect a fair allocation of risk and such allocation is reflected in the fees payable under this Agreement:

(a) IN NO EVENT SHALL SELLER'S LIABILITY, IN THE AGGREGATE, FOR DAMAGES ARISING OUT OF THE USE OF THE PRODUCTS OR ARISING UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO BUYER OR ANY OTHER PERSON OR ENTITY EXCEED THE PRICE ACTUALLY PAID BY BUYER FOR THE PRODUCTS..

 **WARNING:** This product can expose you to chemicals, including lead, which is known to the State of California to cause cancer and or birth defects or other reproductive harm.

For more information, visit www.P65Warnings.ca.gov

(b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOOD WILL, WORK STOPPAGE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER DIRECTLY OR INDIRECTLY CAUSED, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. If the performance by either party of any obligation under this Agreement, other than the payment of money, is prevented or impaired by Force Majeure (as defined below) for any cause beyond the reasonable control of the defaulting party, such party shall be excused from performance so long as such situation continues to prevent or impair performance; provided that the party claiming such excuse shall have promptly notified the other party of the existence, nature, duration and other details of such cause and shall at all times use its reasonable efforts consistent with its normal business practices to resume a complete performance. If either party anticipates that a Force Majeure may occur, that party shall notify the other promptly and explain the nature, details and expected duration thereof. The affected party will advise the other from time to time as to the progress in remedying the situation and as to the time when the affected party expects to resume its obligations and shall notify the other as to the expiration of any Force Majeure as soon as the affected party knows the date thereof. "Force Majeure" shall mean an event beyond the reasonable control of a party including, but not limited to, fire, flood, sabotage, shipwreck, embargo, strike, explosion, riot, act of governmental authority (including, without limitation, acts relating to raw material or product allocation), acts of God and acts of war.

14. If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

15. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

16. To the fullest extent permitted by law, purchaser shall defend, indemnify and hold harmless United Safety and its directors, officers, employees and agents, from and against any and all third-party claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses (collectively, "Claims"), to the extent solely, and only to the extent, caused by, arising out of, or resulting from, damage or injury, arising from or related to any of the following: (i) the willful misconduct or negligence of purchaser or any of its employees, officers, directors, representatives, contractors or agents, (ii) the use, installation, maintenance or servicing of purchaser's UVPHI Products in a manner which is not in full compliance with United Safety's [specifications, instructions and user manual], (iii) the use of United Safety's UVPHI Products by a party other than purchaser, or (iv) any act, omission, illness, disease, condition or circumstance to which any of purchaser's employee, contractor, representative, agent, customer or rider does, fails to do, carries, communicates or to which such person is subject or is in any way effected by including, without limitation, any Claim related to any illness, pandemic, disease (including, without limitation, COVID 19 or any strain or mutation thereof) or any side effect of, or injury resulting from, of the foregoing or the treatment thereof. The indemnification set forth in this Section with respect to any Claim shall survive termination or expiration of any Contract. In no event shall United Safety have any indemnification or other liability for a Claim if such notice is provided more than thirty (30) days after purchaser becomes aware of the facts and circumstances underlying such Claim.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE
SOLE SOURCE PURCHASE OF AIR
PURIFICATION AND SURFACE TREATMENT
TECHNOLOGY FOR CITY TRANSIT VEHICLES
FROM UNITED SAFETY AND SURVIVABILITY
CORPORATION (USSC) OF EXTON,
PENNSYLVANIA, TO ADDRESS THE COVID-19
PUBLIC HEALTH EMERGENCY IN AN AMOUNT
NOT TO EXCEED \$58,668 (FUNDS 425 AND
426), WITHOUT COMPLIANCE TO FORMAL
BID PROCEDURES IN ACCORDANCE WITH
TURLOCK MUNICIPAL CODE SECTION
2-7-08(b)(6) AND IN SUPPORT OF CITY
PROJECT NO. 21004 "TRANSIT AIR
PURIFICATION UPGRADES"

RESOLUTION NO. 2021-

WHEREAS, in March 2020 the President of the United States, Governor of the State of California, Stanislaus County Board of Supervisors, Stanislaus County Public Health Officer, Turlock City Council, and emergency management officials at all levels of government declared the existence of a public health emergency related to the emergence of the SARS-CoV-2 virus (Virus), which results in the COVID-19 illness in infected individuals; and

WHEREAS, according to the Centers for Disease Control (CDC) the virus is primarily transmitted from person-to-person through close contact (airborne transmission) as well as through respiratory droplets when an infected person coughs, sneezes, or talks near others and those droplets land near the mouth or noses of nearby individuals, and that such transmission can occur even when an infected person is not displaying typical symptoms of COVID-19 (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention-H.pdf>), and

WHEREAS, the CDC also advises that the virus can be spread through surface contamination and recommends that organizations sanitize high touchpoints in communal areas and that individuals exercise good personal hygiene and public health practices, such as frequent hand washing, sneezing into a tissue, and staying home if sick; and

WHEREAS, the City of Turlock desires to implement protective measures, including innovative technology, as resources allow to help reduce the spread of the virus areas where members of the public gather inside confined spaces, such as when using public transit buses for local and regional transportation; and

WHEREAS, while there are a variety of air and surface treatment products available on the market, the City finds that the Active Air Purification System from United Safety and Survivability Corporation (USSC), based on photohydroionization (PHI) technology from RGF Environmental Group, is the only product that (1) actively combats the spread of the virus (vs. passive methods), (2) is based on technology that has been

proven in independent labs to be effective against the virus, (3) is safe for public contact as it uses naturally occurring hydro-peroxides, (4) is easy to install within existing facilities and systems without expensive reconstruction, and (5) requires minimal maintenance through the changing of a bulb once per year; and

WHEREAS, the Active Air Purification technology utilizes a broad-spectrum, high intensity Ultra Violet (UV) light targeted on a hydrated quad-metallic catalyst surface, contained within a hardware unit within an air conditioning system, and generates advanced oxidation plasma that includes hydro-peroxides, super oxide ions, and hydroxide ions, which revert back to oxygen and hydrogen once they've come into contact with a pollutant (<https://www.rgf.com/phi>); and

WHEREAS, USSC also provides access to AEGIS, an antimicrobial surface treatment that uses nanotechnology and renders physical surfaces inhospitable for germs, bacteria and odors, while remaining resilient to continued cleaning by most cleaning products for up to one (1) year without reapplication; and

WHEREAS, the proposed purchase represents an approach that staff has recommended and that the City Council determines by at least four (4) affirmative votes is in the best interests of the City of Turlock in accordance with Turlock Municipal Code Section 2-7-08(b)(6) thus requiring that the purchase be made without compliance with the formal bid procedure; and

WHEREAS, the City desires to deploy the specified technology in transit buses, funded entirely by transit funds (Funds 425 and 426), to reduce the spread of COVID-19 amongst public transit users.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the sole source purchase of air purification and surface treatment technology for City transit vehicles from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, to address the COVID-19 public health emergency in an amount not to exceed \$58,668 (Funds 425 and 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and in support of City Project No. 21004 "Transit Air Purification Upgrades".

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby find that United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, is a sole source provider of active air purification technology using photohydroionization, though this designation shall not preclude the City from using a different firm to secure air purification equipment, materials, and services if deemed to be in the best interests of the City.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute all documents, agreements, amendments, and assurances associated with the procurement of such equipment, materials, and services, contingent on the availability of budgeted funds.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE
SOLE SOURCE PURCHASE OF AIR
PURIFICATION TECHNOLOGY FOR THE
ROGER K. FALL TRANSIT CENTER FROM
UNITED SAFETY AND SURVIVABILITY
CORPORATION (USSC) OF EXTON,
PENNSYLVANIA, TO ADDRESS THE COVID-19
PUBLIC HEALTH EMERGENCY IN AN AMOUNT
NOT TO EXCEED \$13,384 (FUND 426),
WITHOUT COMPLIANCE TO FORMAL BID
PROCEDURES IN ACCORDANCE WITH
TURLOCK MUNICIPAL CODE SECTION
2-7-08(b)(6) AND IN SUPPORT OF CITY
PROJECT NO. 21004 "TRANSIT AIR
PURIFICATION UPGRADES"**

RESOLUTION NO. 2021-

WHEREAS, in March 2020 the President of the United States, Governor of the State of California, Stanislaus County Board of Supervisors, Stanislaus County Public Health Officer, Turlock City Council, and emergency management officials at all levels of government declared the existence of a public health emergency related to the emergence of the SARS-CoV-2 virus (Virus), which results in the COVID-19 illness in infected individuals; and

WHEREAS, according to the Centers for Disease Control (CDC) the virus is primarily transmitted from person-to-person through close contact (airborne transmission) as well as through respiratory droplets when an infected person coughs, sneezes, or talks near others and those droplets land near the mouth or noses of nearby individuals, and that such transmission can occur even when an infected person is not displaying typical symptoms of COVID-19 (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention-H.pdf>), and

WHEREAS, the CDC also advises that the virus can be spread through surface contamination and recommends that organizations sanitize high touchpoints in communal areas and that individuals exercise good personal hygiene and public health practices, such as frequent hand washing, sneezing into a tissue, and staying home if sick; and

WHEREAS, the City of Turlock desires to implement protective measures, including innovative technology, as resources allow to help reduce the spread of the virus areas where members of the public gather inside confined spaces, such as when using public transit facilities like the Roger K. Fall Transit Center; and

WHEREAS, while there are a variety of air and surface treatment products available on the market, the City finds that the Active Air Purification System from United Safety and Survivability Corporation (USSC), based on photohydroionization (PHI) technology from RGF Environmental Group, is the only product that (1) actively combats the spread of the virus (vs. passive methods), (2) is based on technology that has been

proven in independent labs to be effective against the virus, (3) is safe for public contact as it uses naturally occurring hydro-peroxides, (4) is easy to install within existing facilities and systems without expensive reconstruction, and (5) requires minimal maintenance through the changing of a bulb once per year; and

WHEREAS, the Active Air Purification technology utilizes a broad-spectrum, high intensity Ultra Violet (UV) light targeted on a hydrated quad-metallic catalyst surface, contained within a hardware unit within an air conditioning system, and generates advanced oxidation plasma that includes hydro-peroxides, super oxide ions, and hydroxide ions, which revert back to oxygen and hydrogen once they've come into contact with a pollutant (<https://www.rgf.com/phi>); and

WHEREAS, USSC also provides access to AEGIS, an antimicrobial surface treatment that uses nanotechnology and renders physical surfaces inhospitable for germs, bacteria and odors, while remaining resilient to continued cleaning by most cleaning products for up to one (1) year without reapplication; and

WHEREAS, the proposed purchase represents an approach that staff has recommended and that the City Council determines by at least four (4) affirmative votes is in the best interests of the City of Turlock in accordance with Turlock Municipal Code Section 2-7-08(b)(6) thus requiring that the purchase be made without compliance with the formal bid procedure; and

WHEREAS, the City desires to deploy the specified technology at the Transit Center, as a retrofit within the existing Heating, Ventilation, and Air Conditioning (HVAC) systems, funded entirely by transit funds (Fund 426), to reduce the spread of COVID-19 amongst all individuals that use this transit facility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the sole source purchase of air purification technology for the Roger K. Fall Transit Center from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, to address the COVID-19 public health emergency in an amount not to exceed \$13,384 (Fund 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and in support of City Project No. 21004 "Transit Air Purification Upgrades".

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby find that United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, is a sole source provider of active air purification technology using photohydroionization, though this designation shall not preclude the City from using a different firm to secure air purification equipment, materials, and services if deemed to be in the best interests of the City.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute all documents, agreements, amendments, and assurances associated with the procurement of such equipment, materials, and services, contingent on the availability of budgeted funds.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE
CITY MANAGER, OR HIS OR HER DESIGNEE,
TO PROCURE ADDITIONAL AIR PURIFICATION
OR ANTIMICROBIAL EQUIPMENT, MATERIALS,
OR SERVICES, AS NEEDED TO MAINTAIN OR
EXTEND ENHANCED CLEANING PROTOCOLS
IN THE AIR AND ON SURFACES IN CITY
VEHICLES AND FACILITIES FROM UNITED
SAFETY AND SURVIVABILITY CORPORATION
(USSC) OF EXTON, PENNSYLVANIA,
CONTINGENT ON THE AVAILABILITY OF
BUDGETED FUNDS, WITHOUT COMPLIANCE
TO FORMAL BID PROCEDURES IN
ACCORDANCE WITH TURLOCK MUNICIPAL
CODE SECTION 2-7-08(b)(6)

RESOLUTION NO. 2021-

WHEREAS, in March 2020 the President of the United States, Governor of the State of California, Stanislaus County Board of Supervisors, Stanislaus County Public Health Officer, Turlock City Council, and emergency management officials at all levels of government declared the existence of a public health emergency related to the emergence of the SARS-CoV-2 virus (Virus), which results in the COVID-19 illness in infected individuals; and

WHEREAS, according to the Centers for Disease Control (CDC) the virus is primarily transmitted from person-to-person through close contact (airborne transmission) as well as through respiratory droplets when an infected person coughs, sneezes, or talks near others and those droplets land near the mouth or noses of nearby individuals, and that such transmission can occur even when an infected person is not displaying typical symptoms of COVID-19 (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention-H.pdf>); and

WHEREAS, the CDC also advises that the virus can be spread through surface contamination and recommends that organizations sanitize high touchpoints in communal areas and that individuals exercise good personal hygiene and public health practices, such as frequent hand washing, sneezing into a tissue, and staying home if sick; and

WHEREAS, the City of Turlock desires to implement protective measures, including innovative technology, as resources allow to help reduce the spread of the virus in City offices, facilities, and public transit vehicles, particularly in areas where members of the public gather inside confined spaces when seeking public services; and

WHEREAS, while there are a variety of air and surface treatment products available on the market, the City finds the Active Air Purification System from United Safety and Survivability Corporation (USSC), based on photohydroionization (PHI) technology from RGF Environmental Group, is the only product that (1) actively combats the spread of the virus (vs. passive methods), (2) is based on technology that has been

proven in independent labs to be effective against the virus, (3) is safe for public contact as it uses naturally occurring hydro-peroxides, (4) is easy to install within existing facilities and systems without expensive reconstruction, and (5) requires minimal maintenance through the changing of a bulb once per year; and

WHEREAS, the Active Air Purification technology utilizes a broad-spectrum, high intensity Ultra Violet (UV) light targeted on a hydrated quad-metallic catalyst surface, contained within a hardware unit within an air conditioning system, and generates advanced oxidation plasma that includes hydro-peroxides, super oxide ions, and hydroxide ions, which revert back to oxygen and hydrogen once they've come into contact with a pollutant (<https://www.rqf.com/phi>); and

WHEREAS, USSC also provides access to AEGIS, an antimicrobial surface treatment that uses nanotechnology and renders physical surfaces inhospitable for germs, bacteria and odors, while remaining resilient to continued cleaning by most cleaning products for up to one (1) year without reapplication; and

WHEREAS, the potential future purchases represent an approach that staff has recommended and that the City Council determines by at least four (4) affirmative votes is in the best interests of the City of Turlock in accordance with Turlock Municipal Code Section 2-7-08(b)(6) thus requiring that the future purchases be made without compliance with the formal bid procedure; and

WHEREAS, the City's Transit Division will be the first to deploy the specified technology in transit buses and the Roger K. Fall Transit Center, funded entirely by transit funds (Funds 425 and 426), to reduce the spread of COVID-19 amongst public transit users.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager, or his or her designee, to procure additional air purification or antimicrobial equipment, materials, or services, as needed to maintain or extend enhanced cleaning protocols in the air and on surfaces in City vehicles and facilities from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6).

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby concur with the City Manager's designation of department directors and the Transit Manager as designees of said delegated authority, in addition to other individuals the City Manager so designates, unless otherwise revoked at his or her sole discretion.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby find that United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, is a sole source provider of active air purification technology using photohydroionization, though this designation shall not preclude the City from using a different firm to secure air purification equipment, materials, and services if deemed to be in the best interests of the City.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute all documents, agreements, amendments, and assurances associated with the procurement of such equipment, materials, and services, contingent on the availability of budgeted funds.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

6F

City Council Staff Report

March 23, 2021



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

Prepared by: Wayne York, Transit Manager

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager, or his or her designee, to procure equipment, materials, or maintenance and support services from ANGI Energy Systems, LLC (ANGI), of Janesville, Wisconsin, to repair, support, and maintain ANGI Compressed Natural Gas (CNG) fueling systems, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6)

2. SYNOPSIS:

Authorizing the City Manager, or his or her designee, to procure equipment, materials, and services directly from ANGI Energy Systems, LLC, as it relates to the repair, support, and maintenance of Compressed Natural Gas (CNG) facilities.

3. DISCUSSION OF ISSUE:

The City of Turlock maintains two (2) Compressed Natural Gas (CNG) fueling systems to support City functions:

- CNG fast fill station at 1001 South Walnut Road. This station uses validated card access for acquiring fuel and has several fuel storage tanks for rapid dispensing of fuel; and
- CNG slow fill station at 701 South Walnut Road. This station is located within the City's Corporation Yard, has no fuel storage tanks, and is used solely for fueling the City's heavy-duty transit buses overnight through a slow, continuous fueling process.

Keeping the CNG slow fill station functional and in a state of good repair is critical for the provision of transit services. While smaller buses use gasoline, the heavy-duty transit fleet is dependent on CNG to function. A nearby alternative, the CNG fast fill station, is not a suitable alternative because it uses storage tanks that are

only capable of providing fuel for two (2) buses, at which point the tanks are empty and need time to refill. Another alternative is the CNG fueling site owned and operated by Stanislaus County on Morgan Road in Ceres, though due to the distance this would create a daily logistical challenge if used.

While the City's Electrical/Mechanical personnel have done a great job maintaining the CNG slow fill station equipment, these efforts have negatively impacted their ability to maintain other City systems. Therefore, they have recommended securing maintenance services from a third-party to reduce that negative impact, as well as ensure a prompt response when the CNG slow fill station experiences faults.

The manufacturer of the CNG slow fill equipment, ANGI Energy Systems, LLC (ANGI), provides maintenance and repair services to their customers, and is best positioned to provide such services due to the highly technical nature of the equipment and their familiarity with the products. In addition, City staff believes that future repairs and upgrades may benefit from demonstrating that the City has used ANGI maintenance services in the upkeep of the equipment, thereby representing an approach that is in the best interests of the City of Turlock in accordance with Turlock Municipal Code Section 2-7-08(b)(6).

If approved, City Transit staff would make arrangements with ANGI to provide annual preventative maintenance services, in accordance with manufacturer's recommendations, as well as repair services on an as-needed basis.

City Electrical/Mechanical Division staff was consulted in the preparation of this staff report and concurs with the proposed approach. The Transit Manager concurs the proposed approach would not negatively impact transit operations.

4. BASIS FOR RECOMMENDATION:

- A. Maintaining the function and state of good repair of the CNG slow fill station is critical to ensuring continuity of transit operations.
- B. Securing third-party support for maintenance and repair services provides the City with an opportunity to both increase the level of maintenance on the CNG system, as well as reduce the negative impacts on existing City staff.
- C. Providing robust preventative maintenance services, in addition to needed repairs, helps improve the longevity of the equipment and delays more costly capital overhauls or a full replacement.
- D. Alternative CNG fueling options are either insufficient for fueling the entire fleet at one time or are physically located far enough away that it introduces logistical challenges that negatively impact transit operations.

- E. Pursuant to Turlock Municipal Code Section 2-7-08(b)(6), bidding procedures are not required when the Council shall have adopted a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Sufficient funding is available (Fund 426) to secure preventative maintenance and repair services from ANGI for the CNG slow fill station. There would be a reduction in costs charged to Transit from the City Electrical/Mechanical staff, but an increase in charges from contracted services (ANGI). In addition to replacement services, ANGI would likely be performing additional preventative maintenance services not currently being performed, which would also increase costs. City staff anticipates the net increase in costs to be less than \$4,000, though this is subject to change depending on what the ANGI technicians discover during their initial maintenance visits.

A budget amendment would not be required.

There would be no impact to the General Fund for equipment, materials, and services rendered in support of the CNG slow fill station, as that is funded entirely by transit funds (Fund 426). The only potential impact to the General Fund would be if City staff elected to use ANGI to secure equipment, materials, or services in support of the CNG fast fill station.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Approve the proposed resolution, but restrict it's use to the CNG slow fill station only, thereby eliminating the possibility of non-transit use and potential General Fund impacts, by altering the resolution title to state:

Authorizing the City Manager, or his or her designee, to procure equipment, materials, or maintenance and support services from ANGI Energy Systems, LLC (ANGI), of Janesville, Wisconsin, to repair, support, and maintain the Compressed Natural Gas (CNG) slow fill station at 701 South Walnut Road, utilized solely by transit services, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6).

City staff does not recommend this approach as it limits the opportunity for City Electrical/Mechanical staff to secure services from ANGI, when appropriate, for maintenance and support of other CNG fueling systems on an as-needed basis. In the event these services are needed, City staff would ensure that sufficient, budgeted funds are available prior to executing a purchase order or other type of agreement.

- B. Reject approval of the proposed resolution. City staff does not recommend this approach as alternative maintenance and support functions are less ideal:
 - a. City Electrical/Mechanical staff could continue to provide maintenance support, though these services would need to be prioritized with other City duties, potentially resulting in delays or deferred maintenance that could negatively impact transit operations in the future; or
 - b. The City could issue a competitive solicitation for CNG fuel system maintenance support services and attempt to secure such services locally. This would require more administrative resources to conduct the solicitation, may result in limited responses due to the specialized nature of the services sought, and may not result in technicians with the same level of experience as ANGI technicians who are experts with their own fueling systems.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE
CITY MANAGER, OR HIS OR HER DESIGNEE,
TO PROCURE EQUIPMENT, MATERIALS, OR
MAINTENANCE AND SUPPORT SERVICES
FROM ANGI ENERGY SYSTEMS, LLC (ANGI),
OF JANESVILLE, WISCONSIN, TO REPAIR,
SUPPORT, AND MAINTAIN ANGI
COMPRESSED NATURAL GAS (CNG)
FUELING SYSTEMS, CONTINGENT ON THE
AVAILABILITY OF BUDGETED FUNDS,
WITHOUT COMPLIANCE TO FORMAL BID
PROCEDURES IN ACCORDANCE WITH
TURLOCK MUNICIPAL CODE SECTION
2-7-08(b)(6)

RESOLUTION NO. 2021-

WHEREAS, the City of Turlock maintains two Compressed Natural Gas (CNG) fueling systems to support City functions, with one (1) CNG fast fill station with moderate fuel storage capacity at 1001 South Walnut Road and one (1) CNG Slow Fill station with no fuel storage capacity at 701 South Walnut Road, the latter of which is located within the City's Corporation Yard; and

WHEREAS, the CNG slow fill station, used solely for fueling transit buses, does not store CNG fuel in tanks for rapid disbursement, but rather refuels the City's eight (8) 35-foot heavy-duty CNG buses through a slow, continuous refueling process overnight, outside of transit service hours; and

WHEREAS, keeping the CNG slow fill station functional and in a state of good repair is critical for the provision of transit services, as the heavy-duty transit fleet is dependent on it since the CNG fast fill station's storage tanks are only capable of providing fuel for two (2) buses and the closest alternative CNG fueling site is owned and operated by Stanislaus County on Morgan Road in Ceres, thereby creating a daily logistical challenge if used; and

WHEREAS, while the City's Electrical/Mechanical personnel have done a great job maintaining the CNG slow fill station equipment, these efforts have negatively impacted their ability to maintain other City systems and they recommended securing maintenance services from a third-party to reduce that negative impact, as well as ensure a prompt response when the CNG slow fill station experiences faults; and

WHEREAS, the manufacturer of the CNG slow fill equipment, ANGI Energy Systems, LLC (ANGI), provides maintenance and repair services to their customers, and is best positioned to provide such services due to the highly technical nature of the equipment and their familiarity with the products; and

WHEREAS, the City finds that, in addition to this familiarity with their own highly technical systems, future repairs and upgrades will benefit from demonstrating the City has used ANGI maintenance services in the upkeep of the equipment, thereby representing an approach that staff has recommended and that the City Council determines by at least four (4) affirmative votes is in the best interests of the City of Turlock in accordance with Turlock Municipal Code Section 2-7-08(b)(6) thus requiring that the purchase be made without compliance with the formal bid procedure; and

WHEREAS, the Transit Division has sufficient funding (Fund 426) to procure such equipment, materials, and services and the Transit Manager concurs the proposed approach would not negatively impact transit operations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager, or his or her designee, to procure equipment, materials, or maintenance and support services from ANGI Energy Systems, LLC (ANGI), of Janesville, Wisconsin, to repair, support, and maintain ANGI Compressed Natural Gas (CNG) fueling systems, contingent on the availability of budgeted funds, without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6).

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby concur with the City Manager's designation of the Development Services Director, Municipal Services Director, and Transit Manager as designees of said delegated authority, in addition to other individuals the City Manager so designates, unless otherwise revoked at his or her sole discretion.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby designate ANGI Energy Systems, LLC (ANGI), as a sole source provider of equipment, materials, and services related to City-owned CNG fueling systems, though this designation shall not preclude the City from using a different firm to secure such equipment, materials, and services if deemed to be in the best interests of the City.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute all documents, agreements, amendments, and assurances associated with the procurement of such equipment, materials, and services, contingent on availability of budgeted funds.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

66

City Council Staff Report

March 23, 2021



From: Carl Brown, Interim Municipal Services Deputy Director
Prepared by: David Huff, Water Quality Control Division Manager
Erica Walker, Staff Services Assistant
Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to an Agreement between the City of Turlock and Robertson-Bryan, Inc. to provide National Pollutant Discharge Elimination System (NPDES) permit compliance assistance for the Turlock Regional Water Quality Control Facility (RWQCF), increasing the compensation to an annual amount not to exceed \$150,000 (non-general fund) for the remaining term of the Agreement

2. SYNOPSIS:

Amending the Agreement between the City of Turlock and Robertson-Bryan, Inc. to provide National Pollutant Discharge Elimination System (NPDES) permit compliance assistance for the Turlock Regional Water Quality Control Facility (RWQCF).

3. DISCUSSION OF ISSUE:

On June 27, 2017, the City Council approved an agreement with Robertson-Bryan, Inc. (RBI) in the amount of \$100,000 for National Pollutant Discharge Elimination System (NPDES) permit compliance assistance for the Turlock Regional Water Quality Control Facility (RWQCF).

NPDES permits were authorized by the Clean Water Act to control water pollution into the waters of the United States. The federal NPDES program is implemented through the Central Valley Regional Water Quality Control Board who ultimately issues and ensures compliance with the waste discharge requirements.

The RWQCF currently manages three (3) active NPDES permits for the discharge of treated wastewater. In March of 2020, the City of Turlock changed discharge locations from the San Joaquin River to the Delta Mendota Canal (via North Valley Regional Recycled Water Program) and thus enacted the monitoring and reporting

requirement of additional waste discharge requirements as defined in NPDES permit R5-2016-0012.

The basis to increase compensation is to cover the additional costs associated with managing the NPDES permit. Specifically, the RWQCF is required to submit a mixing zone validation study which will verify the waste discharge limitations that were issued to the City of Turlock (Exhibit B). RBI generated the mixing zone model and the compensation increase would allow them to validate under the professional services agreement before expiring in June.

RBI has previously assisted the RWQCF with a number of NPDES compliance issues including a site-specific Toxicity Reduction Evaluation to identify and correct sources of toxicity, obtaining approval for a new recycled water discharge location, conduct special studies as required, and amend/renew NPDES permits. In order to ensure these essential services are uninterrupted, Municipal Services is seeking to amend the agreement with RBI and increase the compensation to \$150,000 per year.

4. BASIS FOR RECOMMENDATION:

- A. The City of Turlock RWQCF must meet Waste Discharge Requirements specified in the NPDES permit.
- B. RBI offers extensive expertise and experience in providing scientific, regulatory, engineering, and program management services to municipal wastewater utilities with respect to requirements of the NPDES permit.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed \$150,000 annually
410-51-530.43316 "NPDES Permit Studies"

The adopted Municipal Services Department budget for FY 2020-21 contains adequate appropriation to cover the fiscal impacts associated with the amended agreement.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The City Council could elect not to approve the Amended Agreement with RBI, Inc. This alternative is not recommended because the agreement with RBI is needed to meet Waste Discharge Requirements specified in the NPDES permit. RBI offers extensive expertise with respect to requirements of the NPDES permit.



**AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
ROBERTSON-BRYAN, INC.
for
NPDES PERMIT COMPLIANCE
CONTRACT NO. 17-022**

THIS AMENDMENT NO. 2, dated March 23, 2021, is entered into by and between the **CITY OF TURLOCK**, a California municipal corporation (hereinafter "CITY") and **ROBERSTON-BRYAN, INC.**, a California corporation, (hereinafter "PROFESSIONAL"). CITY and PROFESSIONAL may be collectively referred to as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 2.

WHEREAS, the Parties hereto previously entered into Amendment No. 1 on June 12, 2018, to increase the annual compensation in an amount not to exceed \$100,000.

WHEREAS, the Parties hereto previously entered into an Agreement dated December 10, 2019, for various environmental consulting services at City of Turlock's Regional Water Quality Control Facility (hereinafter the "Agreement").

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

1. Exhibit B, attached hereto and incorporated herein by reference, is hereby added to the Agreement.
2. Paragraph 4 of the Agreement is amended to read as follows:

4. COMPENSATION: City shall pay CONSULTANT additional compensation in the amount of Sixty-eight Thousand Eighty-two Dollars and 00/100 (\$68,082) in accordance with Exhibit B attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1 and this Amendment No. 2 shall not exceed the total annual amount of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000). CITY's total annual compensation to CONSULTANT shall not exceed One Hundred Fifty Thousand Dollars and 00/100 (\$150,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise. Such Maximum Payment shall be compensation for all of CONSULTANT'S expenses

incurred in the performance of the Agreement, Amendment No. 1, and this Amendment No.2.

3. All other terms and conditions of the Agreement shall remain in full force and effect until the termination date of June 26, 2021.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a California municipal corporation

By: _____
Gary R. Hampton, Acting City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Carl Brown, Interim Municipal Services
Deputy Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

ROBERTSON-BRYAN, INC.

By: _____

Title: _____

Print name: _____

Date: _____



May 18, 2017

Exhibit A

DELIVERED BY EMAIL

Mr. David Huff
Lead Plant Operator
City of Turlock
901 S. Walnut Road
Turlock, CA 95380

**Subject: Proposal for NPDES permit compliance services for the City of Turlock
Regional Water Quality Control Facility**

Dear David:

Robertson-Bryan, Inc. (RBI) has prepared this proposal to provide National Pollutant Discharge Elimination System (NPDES) permit compliance assistance to the City of Turlock (City) for its Regional Water Quality Control Facility (RWQCF). RBI offers extensive expertise and experience in providing scientific, regulatory, engineering, and program management services to municipal wastewater utilities with respect to requirements of the Clean Water Act, California Porter-Cologne Water Quality Control Act, and NPDES permits. RBI has assisted many of the municipal wastewater management utilities in the Central Valley, and other regions of California, to facilitate streamlined NPDES permitting and cost-effective regulatory compliance solutions. A large part of RBI's success is invested in our reputation and record of accomplishment for developing and successfully implementing technically and legally sound solutions to significant regulatory problems. NPDES-related services provided by RBI include NPDES permit negotiations, permit compliance special studies, antidegradation analyses, mixing zone evaluations, preparation of pollution prevention plans, implementation of Toxicity Reduction Evaluations (TRES), and effluent and receiving water quality monitoring assessments.

RBI also has been instrumental in the development and adoption of refined water quality objectives in the Central Valley of California as a means of resolving complex NPDES-related compliance issues. RBI develops technical reports with supporting scientific literature and data to support the process of refining water quality objectives, considering all beneficial uses of the water body. RBI has developed site-specific and refined region-wide objectives for temperature, pH, and turbidity, and site-specific objectives for trihalomethane compounds, that have been adopted by California's state and regional water boards and approved by U.S. EPA. Where appropriate, RBI also has conducted Use Attainability Analyses to support beneficial use de-designations and water quality objectives refinement.

I. SCOPE OF WORK

The services that RBI can provide the City relative to NPDES permit-related compliance issues are diverse. Discussions with City staff have identified the near-term need for RBI assistance in the following areas.

- Evaluation of regulatory pathways to allow for the discharge of treated wastewater from the RWQCF to Harding Drain. Because Harding Drain is no longer a permitted discharge location under the RWQCF's NPDES permit, discharge to the drain during power outages results in permit violations and issuance of penalties by the Central Valley Regional Water Quality Control Board. Due to the high capital costs to construct an emergency backup generator at the pump station, the City is interested in evaluating cost-effective regulatory options that would allow for discharge to Harding Drain.
- Preparation of a Pollutant Evaluation and Minimization Plan (PEMP). The RWQCF's NPDES permit for discharges to the Delta Mendota Canal requires the City to prepare and implement a PEMP that will evaluate and minimize sources of bis(2-ethylhexyl) phthalate to the RWQCF to ensure future compliance with the permit's effluent limitations.
- Other Services as requested by City staff. RBI will provide regulatory compliance assistance related to the RWQCF, as requested by City staff. Compliance assistance may consist of developing responses to Water Code 13267 Orders, notices of violation, consulting with RWQCF and laboratory staff regarding sampling and analysis protocols, advising on and coordinating responses to toxicity observed during routine monitoring, or other RWQCF-related services as requested by City staff.

At the direction of City staff, RBI will provide regulatory compliance services in the areas listed above.

II. SCHEDULE

RBI can begin providing professional services for tasks identified by City staff upon receipt of written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI recommends a time-and-materials contract or Purchase Order for \$50,000 to provide the professional services identified herein. RBI will invoice monthly according to its 2017 rates (Attachment 1) for all work activities completed in the prior month. In the event that services requested by the City cannot be completed for the budgeted amount, RBI will notify the City and any budget augmentation for continued RBI services will be at the discretion of the City.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 714-1802 or Paul Bedore at (916) 405-8918.

Mr. David Huff
City of Turlock
May 18, 2017
Page 3



Sincerely,

A handwritten signature in cursive script that reads 'Michael D. Bryan'.

Michael D. Bryan, Ph.D.
Managing Partner

ATTACHMENT 1

2017 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
◆ Managing Partner	\$275.00
◆ Principal Engineer/Scientist	\$257.00
◆ Resource Director	\$235.00
◆ Associate	\$225.00
◆ Senior Engineer/Scientist II	\$218.00
◆ Senior Engineer/Scientist I	\$210.00
◆ Project Engineer/Scientist III	\$195.00
◆ Project Engineer/Scientist II	\$185.00
◆ Project Engineer/Scientist I	\$169.00
◆ Staff Engineer/Scientist II	\$157.00
◆ Staff Engineer/Scientist I	\$143.00
◆ Technical Analyst	\$138.00
◆ Graphics/GIS	\$127.00
◆ Administrative Assistant	\$90.00
◆ Intern	\$59.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.



May 3, 2018

Exhibit A II

DELIVERED BY EMAIL

Mr. David Huff
Water Quality Control Division Manager
City of Turlock
901 S. Walnut Road
Turlock, CA 95380

Subject: Proposal for Assistance Implementing a Trihalomethane Attenuation Study

Dear David:

Per your request, please accept this proposal for Robertson-Bryan, Inc. (RBI) to provide assistance to the City of Turlock (City) with implementing a trihalomethane (THM) attenuation study for the Water Quality Control Facility (WQCF).

The purpose of the THM attenuation study is to develop an attenuation factor that can be used to increase the dilution credit granted for chlorodibromomethane (CDBM) and dichlorobromomethane (DCBM) effluent limitations in the WQCF's National Pollutant Discharge Elimination System (NPDES) permit for discharge to the San Joaquin River (Order No. R5-2015-0027). Increasing the dilution credit for these compounds is a component of making adjustments to the effluent limitations for CDBM and DCBM, and the permitted discharge rate, as a means of coming into compliance with the current time schedule order (Order No. R5-2014-0901) for the WQCF. Budget is also provided to coordinate with Central Valley Regional Water Quality Control Board (Central Valley Water Board) permitting staff on an amendment to the WQCF's NPDES permit to increase the dilution credit to account for THM attenuation.

RBI provided the City a proposal to develop the Sampling and Analysis Plan (SAP) that will guide and support implementation of the THM attenuation study (proposal dated April 18, 2018). The SAP provides the study approach and design. RBI will seek feedback from Central Valley Water Board permitting staff on study design prior to finalizing the SAP. Although the City has not yet provided notice to proceed with SAP development, the City requested this proposal from RBI for implementing the THM attenuation study. As such, the scope and budget included herein is considered preliminary. Budget presented in this scope of work (for implementing the attenuation study) are based on our best professional judgement of what is likely to be included in the final SAP. Costs quoted herein include the following assumptions:

- The attenuation study will be one year in duration and will consist of once per month sampling of the effluent and stations in the San Joaquin River for DCBM and CDBM.

- Samples will be collected at two effluent monitoring stations (station at the WQCF and at the San Joaquin River outfall) and up to eight receiving water stations. Eight receiving water stations will be monitored to a location 5 miles downstream of the outfall (**Figure 1**) during first three monitoring events to identify locations in the river where DCBM and CDBM can be detected and the downstream river location that both THMs have attenuated to levels below federal water quality criteria. After these locations are identified, RBI will determine if it is possible to reduce the number of river stations that are monitored in subsequent events, while still achieving study objectives.
- Use of a boat to sample in the San Joaquin River mid-channel, mid-depth will be necessary for every sampling event due to limited bank access. RBI will contract directly with the Fisheries Foundation of California (FFC; Elk Grove, CA) for boat charter services (boat rental and captain labor). Access to all river stations via motorized boat is likely during most or all of the year. If flow is too low for boat access, other options will be considered including deploying kayaks at the outfall and paddling to downstream river locations for sample collection. The budget for these other options will be evaluated at the time the condition is encountered.
- Analytical testing of DCBM and CDBM to low levels (method detection limit of 0.03 $\mu\text{g/L}$) will be necessary to quantify these compounds sufficiently to assess their attenuation. RBI will contract directly with GeoAnalytical (Turlock, CA), or other suitable laboratory, for testing of THMs.

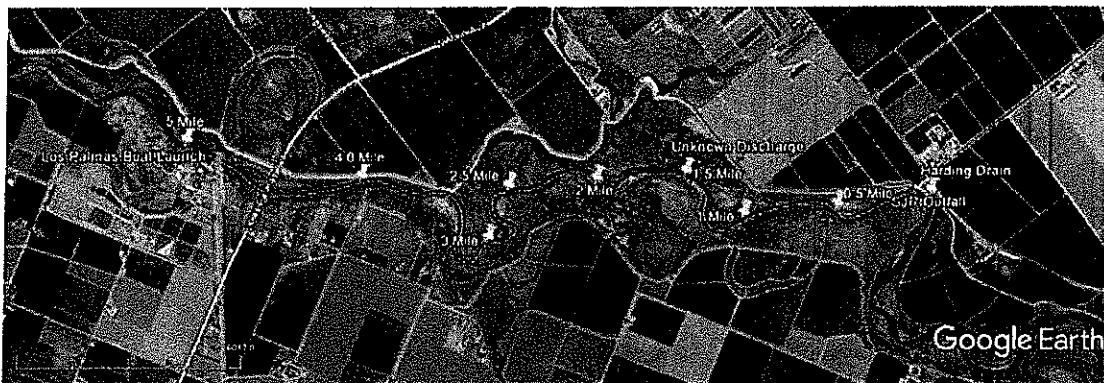


Figure 1. Preliminary river sampling stations (yellow markers) for City of Turlock trihalomethane attenuation study. Effluent monitoring station at the WQCF is not shown.

I. SCOPE OF WORK

TASK 1: SAMPLING AND FIELD WORK

Sampling and field work at the outfall and river locations is anticipated to be completed by RBI staff. This task provides budget for field work, while Task 2 provides budget for coordination and review of analytical data. Budget is provided in this task for one RBI scientist to conduct sampling during each monitoring event. Additional budget is provided for FFC to provide one staff person to captain the boat and assist with field work. Labor includes travel and sampling time. Deployment of the boat is expected to occur at the Los Palmas Avenue boat launch, east of Patterson. Grab samples will be collected of the effluent (outfall cascade at the San Joaquin River) and up to eight stations in the San Joaquin River. RBI will coordinate with City staff to collect an effluent grab sample from a station located at the WQCF the morning of each sampling event. RBI will collect one sample (on one occasion) at a station upstream of the outfall in the river to verify background THM concentrations are below low-level detection limits. Temperature and conductivity will be recorded at each river sampling station, as well as at a background/upstream river station. Samples will be collected from mid-depth and mid-channel at the San Joaquin River sites. Sampling locations will be documented using GPS.

TASK 2: SAMPLING COORDINATION AND ANALYTICAL DATA REVIEW

RBI will coordinate sampling events and review data with budget provided for this task. RBI will review weather conditions for safe access to river; coordinate with FFC for use of boat and to schedule event timing; coordinate with City staff regarding sampling schedule and any additional or supplement support that may be needed from the City; coordinate with analytical lab prior to each field event to schedule analyses, obtain clean sample collection containers, and arrange for sample deliveries/couriers to the laboratory.

RBI will review all lab reports to ensure that samples were tested as planned and the tests met the lab's quality assurance/quality control objectives. THM and field data will be compiled following each event. Budget also covers written communications to project team regarding any necessary changes to the sampling locations, sampling techniques or sampling frequency, and to gather effluent and river flow monitoring data from the City and the USGS flow real-time monitoring stations at Patterson and Crows Landing.

TASK 3: STUDY REPORT

RBI will prepare a study report for the Central Valley Water Board, on behalf of the City, to support adjusting the WQCF dilution factor and THM effluent limitations. The report will provide project background, data collected for the study (graphical and tabular representations of data), calculations supporting generation of attenuation factors for both THMs, and calculations demonstrating the adjustments to the DCBM and CDBM effluent limitations justified by study data. A draft report will be prepared for comment by City staff prior to issuing a final report.

Mr. David Huff
City of Turlock
May 3, 2018
Page 4



Deliverables:

- *Draft study report*
- *Final study report*

TASK 4: NPDES PERMIT AMENDMENT SUPPORT

Budget provided for this task is to prepare for and participate in one meeting with Central Valley Water Board permitting staff to discuss findings from the attenuation study and an amendment to the City's NPDES permit to increase the WQCF dilution credit and THM effluent limitations. Budget is also provided to coordinate by email and phone with Central Valley Water Board staff.

TASK 5: PROJECT MANAGEMENT

Project management time shall primarily be used by the Principal-in-charge and the designated Project Manager to coordinate and direct the project activities to assure that all tasks are conducted efficiently and effectively. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, review of preliminary work products, budget and schedule tracking, and other duties to coordinate and administer the project.

II. SCHEDULE

After completing the final SAP, this preliminary scope and budget can be updated, if necessary, for the City for implementation of the project. RBI can provide professional services associated with the tasks defined in the updated scope of work upon receipt of written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

The scope and budget described herein is preliminary. For the preliminary scope of services detailed above, RBI recommends a time-and-materials contract, not to exceed the budget shown in Attachment 1, without written authorization. Alternatively, the City could authorize RBI to bill time-and-materials for this project to the NPDES On-call Services Contract, were the current contract amended by the City to provide sufficient funding to do so. RBI will invoice the City monthly for all RBI work activities completed in the prior month. RBI typically adjusts rates in December each year and will invoice the City monthly according to the 2019 rate schedule for RBI work activities completed in and after December 2018.

Mr. David Huff
City of Turlock
May 3, 2018
Page 5



If you have any questions regarding this proposal, please do not hesitate to contact Paul at (916) 405-8918 or Art at (916) 405-8944. We look forward to continuing to assist the City with NPDES permit compliance services.

Sincerely,

A handwritten signature in black ink that appears to read 'Paul Bedore'.

Paul Bedore, M.S.
Senior Scientist

A handwritten signature in black ink that appears to read 'Art O'Brien'.

Art O'Brien, P.E.
Principal

- Attachment 1: RBI Budget
- Attachment 2: 2018 Fee Schedule

ATTACHMENT 1

Budget

	Managing Partner	Senior Engineer/ Scientist I	Project Scientist III	Project Engineer I	RBI Subtotal
PROFESSIONAL SERVICES					
Task 1: Sampling and Field Work			120		\$ 24,120
Task 2: Sampling Coordination and Analytical Data Review		24	120	36	\$ 35,592
Task 3: Study Report	6	24	32	12	\$ 15,438
Task 4: NPDES Permit Amendment Support	8	12			\$ 4,884
Task 5: Project Management	12	18			\$ 7,326
Total Hours:	26	78	272	48	
Rate:	\$ 285	\$ 217	\$ 201	\$ 174	
Labor Subtotal:	\$ 7,410	\$ 16,926	\$ 54,672	\$ 8,352	\$ 87,360
DIRECT EXPENSES					
Outside Services					
THM Tests - GeoAnalytical (121 analyses x \$175/analysis)	\$	21,175			
Boat Rental & Transport to Site - FFC (12 events x \$403 per event)	\$	4,836			
Boat Captain - FFC (12 events x \$805/event)	\$	9,660			
Administrative fee on outside services (5%)	\$	1,784			
Direct Expenses					
Meeting Mileage (\$100)	\$	100			
Water Quality Meter - Temperature/EC (Rental from RBI - \$12/event)	\$	144			
Ice (\$15/event x 12 events)	\$	180			
Miscellaneous Sampling Expenses (bottles, gloves, boat ramp fee, etc.)	\$	500			
Subtotal Direct Expenses	\$	38,379			
TOTAL BUDGET					\$ 125,739

ATTACHMENT 2

2018 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
◆ Managing Partner	\$285.00
◆ Principal Engineer/Scientist	\$268.00
◆ Resource Director	\$242.00
◆ Associate	\$232.00
◆ Senior Engineer/Scientist II	\$226.00
◆ Senior Engineer/Scientist I	\$217.00
◆ Project Engineer/Scientist III	\$201.00
◆ Project Engineer/Scientist II	\$191.00
◆ Project Engineer/Scientist I	\$174.00
◆ Staff Engineer/Scientist II	\$162.00
◆ Staff Engineer/Scientist I	\$148.00
◆ Technical Analyst	\$142.00
◆ Graphics/GIS	\$130.00
◆ Administrative Assistant	\$93.00
◆ Intern	\$60.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually.

Invoicing and Payments

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.



April 18, 2018

DELIVERED BY EMAIL

Mr. David Huff
Water Quality Control Division Manager
City of Turlock
901 S. Walnut Road
Turlock, CA 95380

Subject: Proposal for Sampling and Analysis Plan to Support a Trihalomethane Attenuation Study

Dear David:

Per your request, please accept this proposal for Robertson-Bryan, Inc. (RBI) to prepare a Sampling and Analysis Plan (SAP) to support a Trihalomethane Attenuation Study. The purpose of the Trihalomethane Attenuation Study is to develop an attenuation factor that can be used to increase the dilution credit granted for chlorodibromomethane (CDBM) and dichlorobromomethane (DCBM) effluent limitations in the City of Turlock (City) Water Quality Control Facility (WQCF) National Pollutant Discharge Elimination System (NPDES) permit for discharge to the San Joaquin River (Order No. R5-2010-0002). Increasing the dilution credit for these compounds is a component of making adjustments to the effluent limitations for CDBM, DCBM, and permitted discharge rate as a means of coming into compliance of the current time schedule order (Order No. R5-2014-0901) for the WQCF.

I. SCOPE OF WORK

RBI will prepare a SAP that will direct the field data collection and analysis for the Trihalomethane Attenuation Study. Field data collection will consist of collecting effluent and San Joaquin River samples for CDBM and DCBM analyses. The SAP will define the sample collection methods, locations, schedule, personnel, and laboratory analytical methods and detection limit requirements, as well as the rationale for the SAP approach. RBI will conduct a site visit to identify the appropriate and accessible locations for collecting effluent and river samples as part of developing the SAP. RBI will prepare a draft SAP for City staff review and comment. RBI will then prepare a final SAP that addresses City comments.

Because the results of the Trihalomethane Attenuation Study will be used by Central Valley Regional Water Quality Control Board (Central Valley Water Board) staff to consider adjustments to NPDES permit limitations, RBI recommends sending the SAP to Board staff for review and input. This scope of work includes time for RBI staff to meet with Central Valley Water Board staff to present the SAP, receive comments and address concerns Board staff may have with the SAP approach. Budget is included to make revisions to the SAP, if necessary based on meeting with Central Valley Water Board staff.

Mr. David Huff
City of Turlock
April 18, 2018
Page 2



II. SCHEDULE

RBI can provide professional services associated with the tasks defined herein upon receipt of written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

For the services detailed above, RBI recommends a time-and-materials contract, not to exceed the budget shown in Attachment 1, without written authorization, to provide the professional services outlined herein. Alternatively, the City could authorize RBI to bill time-and-materials for this project to the NPDES On-call Services Contract, were the current contract amended by the City to provide sufficient funding to do so. RBI will invoice the City monthly for all RBI work activities completed in the prior month.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 405-8918 or Art O'Brien at (916) 405-8944. We look forward to continuing to provide the City with NPDES permit compliance services.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Paul Bedore'.

Paul Bedore, M.S.
Senior Scientist

A handwritten signature in cursive script, appearing to read 'Art O'Brien'.

Art O'Brien, P.E.
Principal

Attachment 1: RBI Budget
Attachment 2: 2018 Fee Schedule

ATTACHMENT 1

Budget

THM Attenuation Study Sampling and Analysis Plan

Robertson-Bryan, Inc.

	Managing Partner	Associate	Senior Scientist	Subtotal
	Michael Bryan, Ph.D	Michelle Brown, P.E.	Paul Bedore, M.S.	
PROFESSIONAL SERVICES				
Site Visit			8	\$ 1,736
Sampling and Analysis Plan	2	8	32	\$ 9,370
Central Valley Water Board Meeting	3		3	\$ 1,506
Sampling and Analysis Plan Revisions	1	1	2	\$ 951
Total Hours:	6	9	45	
Rate:	\$ 285	\$ 232	\$ 217	
Labor Subtotal:	\$ 1,710	\$ 2,088	\$ 9,765	\$ 13,563
DIRECT EXPENSES				
Mileage				\$ 120
TOTAL BUDGET	\$	13,683		

ATTACHMENT 2**2018 FEE SCHEDULE**

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
◆ Managing Partner	\$285.00
◆ Principal Engineer/Scientist	\$268.00
◆ Resource Director	\$242.00
◆ Associate	\$232.00
◆ Senior Engineer/Scientist II	\$226.00
◆ Senior Engineer/Scientist I	\$217.00
◆ Project Engineer/Scientist III	\$201.00
◆ Project Engineer/Scientist II	\$191.00
◆ Project Engineer/Scientist I	\$174.00
◆ Staff Engineer/Scientist II	\$162.00
◆ Staff Engineer/Scientist I	\$148.00
◆ Technical Analyst	\$142.00
◆ Graphics/GIS	\$130.00
◆ Administrative Assistant	\$93.00
◆ Intern	\$60.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually.

Invoicing and Payments

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

Exhibit B



November 12, 2020

DELIVERED BY EMAIL

Mr. David Huff
City of Turlock
156 South Broadway Avenue
Turlock, CA 95380-5454

Subject: Proposal for Delta Mendota Canal Mixing Zone Validation Study for the City of Turlock Regional Water Quality Control Facility

Dear Mr. Huff:

As requested, please accept this proposal for Robertson-Bryan, Inc. (RBI) to provide services to the City of Turlock (City) for the Delta Mendota Canal (DMC) mixing zone validation study for the City's Regional Water Quality Control Facility (RWQCF).

I. BACKGROUND

The RWQCF discharges treated effluent to the DMC under Waste Discharge Requirements (WDRs) Order R5-2016-0010, National Pollutant Discharge Elimination System (NPDES) permit No. CA0085316 adopted by the Central Valley Regional Water Quality Control Board (Central Valley Water Board). The City is permitted to discharge up to 14.2 million gallons per day (MGD) to the DMC. The City of Modesto also discharges treated effluent to the DMC under the same NPDES permit. Both discharges occur through the North Valley Regional Recycled Water Program (NVRWP) joint outfall.

The NPDES permit contains separate effluent limitations for the RWQCF for bis(2-ethylhexyl)phthalate, chlorodibromomethane, and dichlorobromomethane that incorporate dilution credit. The City prepared a mixing zone and dilution credit evaluation using existing data for DMC (*North Valley Regional Recycled Water Project: Delta-Mendota Canal Mixing Zone Study*, dated October 20, 2015) to support issuance of the current dilution credit and mixing zone. The mixing zone evaluation used the CORMIX mixing zone model to determine the point of complete mixing in the DMC downstream of the NVRWP outfall.

The City initiated discharge to the DMC on March 13, 2020. In accordance with Special Provision VI.C.2.b of the NPDES permit, the City submitted a *Mixing Zone Validation Study Work Plan and Schedule for the City of Turlock Discharge to the Delta Mendota Canal* (Work Plan; dated July 2020) to the Central Valley Water Board. The Work Plan outlines procedures and a schedule for conducting a study to validate the results of the CORMIX-based mixing zone evaluation prepared in 2015. Special Provision VI.C.2.b requires the City to provide the results of the mixing zone validation study within one year of submittal of the Work Plan. As such, the mixing zone validation study is due to the Central Valley Water Board by July 2, 2021.

This scope of work provides tasks necessary to implement the Work Plan and prepare the mixing zone validation study report.

II. SCOPE OF WORK

TASK 1: FIELD TRACER STUDY

RBI will conduct the field rhodamine dye tracer study at the check dam specified in the Work Plan. The study is anticipated to take place over the course of two days, with the first day dedicated to equipment setup in the field and testing to ensure functionality. However, in the event that data review (Task 2) identifies the need to conduct additional dye tracer studies, we have budgeted for an additional two days of field work. We assume square steel tubing, approximately 20' long, will be attached to the railing of the check dam via square U-bolts, and will extend into the DMC channel. The rhodamine dye sondes will be fixed to the steel tubing at specified depths via d-rings to measure the rhodamine concentrations throughout the channel. Steel tubing will be telescoping for ease of transport (see **Figure 1**). Velocity in the channel will be measured via an electromagnetic flow meter.

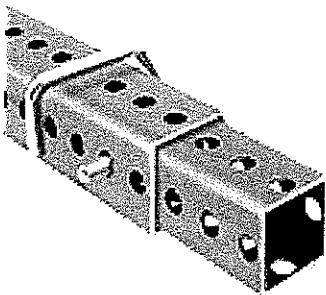


Figure 1. Telescoping steel tubing to be used for suspending rhodamine dye measurement sondes at DMC check dam.

The dye study will be conducted on the second day once proper equipment functionality has been confirmed. During the study, multiple rhodamine dye slugs will be dosed at the NVRWP outfall just downstream of the overflow weir, and the dye slug doses will be staggered, such that the effluent plumes do not overlap. Dosing the DMC with dye and monitoring with fluorescence probes for complete mixing is anticipated to complete within one day.

Included in the budget for this task is time for preparation for the dye study, procurement of equipment and materials, and for coordination with the City and Del Puerto Water District staff regarding scheduling of the dye study and access to the DMC. Anticipated equipment and materials include rented fluorescent dye monitoring equipment, flow meter (RBI to provide), square steel tubing (telescoping 12' segments), steel tubing locking pins, U-bolts to fasten the steel tubing to the check dam railing, d-rings, and rhodamine dye. RBI will provide all tools needed to secure the dye monitoring equipment. The budget also includes costs associated with renting a vehicle to transport study equipment to the DMC.

TASK 2: DATA REVIEW

After completing the field tracer study, RBI will download, process, and analyze the data collected. The data will be reviewed to ensure that sufficient and accurate data was collected before proceeding with the next task. RBI will discuss any data issues with the City and determine any necessary actions to remedy the issues.

TASK 3: CORMIX MODEL VALIDATION

The data and information collected during the dye study will be used to refine the CORMIX model used in the 2015 mixing zone evaluation. The result of this modeling exercise will be a field-verified CORMIX model that can be used to simulate the mixing zone for the effluent at various effluent and DMC flow conditions. The refined CORMIX model will be used to calculate the distance that full mixing occurs downstream of NVRRWP joint outfall.

The budget provided includes RBI's standard monthly CORMIX model lease fee. This fee is charged for use of the CORMIX model on project tasks. It is estimated that the CORMIX modeling will take place over the course of no longer than two (2) months.

TASK 4: PREPARATION OF STUDY REPORT

RBI will prepare the mixing zone validation study report in accordance with the requirements of Special Provision VI.C.2.b of the NPDES permit. The report will provide the following:

1. Description of purpose and need;
2. Description of field data collection methods;
3. Field data results for dye tracer concentrations and other water quality parameters measured;
4. Description of CORMIX modeling validation; and
5. Study conclusions.

The draft report will be provided to the City for review in Microsoft Word format, with any attachments in PDF format. RBI will meet with the City via conference call to discuss the draft report and findings.

RBI will then prepare a final report, incorporating any comments and revisions received from the City. The final report will be provided to the City in PDF format, complete with any attachments, for the City to submit to the Central Valley Water Board.

TASK 5: PROJECT MANAGEMENT

This task provides hours for the project manager, Paul Bedore, to oversee and direct RBI staff efforts on each task. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, budget and schedule tracking, and other duties to coordinate and administer the project.

III. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon written authorization. To meet the schedule required by the NPDES permit, the dye study should be conducted in spring of 2021, preferably no later than April 30, 2021. This schedule allows for adequate time to review the study results, conduct any additional field work in the event that results are inconclusive, prepare the CORMIX model, and prepare the study report

Mr. David Huff
City of Turlock
November 12, 2020
Page 4



prior to the July 2, 2021 submittal date. RBI anticipates having a draft of the study report to the City for review no later than June 15, 2021.

IV. CONTRACT AND BILLING ARRANGEMENT

RBI recommends a time-and-materials budget, not to exceed the amount shown in **Attachment 1** without written authorization, to provide the professional services outlined herein (see Attachment 1 for a detailed project budget). RBI will invoice the City monthly for these efforts. This work can be funded with an amendment to RBI's current on-call contract with the City (Contract No. 2017-22) or by a separately issued purchased order from the City.

If you have any questions regarding this proposal, please do not hesitate to contact Paul Bedore at (916) 405-8918.

Sincerely,

A handwritten signature in black ink that reads 'Paul Bedore'.

Paul Bedore, M.S.
Senior Scientist II

A handwritten signature in black ink that reads 'Cyle Moon'.

Cyle Moon, M.S., P.E.
Project Engineer III

Attachment 1: RBI Budget
Attachment 2: 2021 Fee Schedule

ATTACHMENT 1

RBI Budget

DMC Mixing Zone Validation Study					
Robertson-Bryan, Inc.					
	Managing Partner- Michael Bryan	Senior Scientist II - Paul Bedore	Project Engineer III - Cyt Moon	Staff Engineer II - Dustin Lee	Subtotal
PROFESSIONAL SERVICES					
Task 1: Field Tracer Study		4	60	60	\$24,692.00
Task 2: Data Review		4	8	8	\$ 4,152.00
Task 3: CORMIX Model Validation		4	24		\$ 6,248.00
Task 4: Preparation of Study Report	4	10	24	16	\$11,792.00
Task 5: Project Management	4	16			\$ 5,208.00
Total Hours:	8	38	116	84	
Rate:	\$ 310.00	\$ 248.00	\$ 219.00	\$ 176.00	
Labor Subtotal:	\$ 2,480.00	\$ 9,424.00	\$25,404.00	\$14,784.00	\$52,092.00
DIRECT EXPENSES					
Rental Car and Fuel					\$ 1,000.00
Rhodamine Dye Sonde Equipment Rental					\$ 5,500.00
Other Materials and Equipment					\$ 1,500.00
RBI Flow Meter (Rental from RBI)					\$ 400.00
CORMIX Model Lease Fee (Rental from RBI)					\$ 1,000.00
Direct Expenses Subtotal:					\$ 9,400.00
Administrative Fee (5%) on non-RBI Equipment:					\$ 400.00
Direct Expenses Total:					\$ 9,800.00
TOTAL BUDGET					\$ 61,892.00

ATTACHMENT 2

2021 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
◆ Managing Partner	\$310.00
◆ Partner	\$302.00
◆ Principal Engineer/Scientist	\$294.00
◆ Resource Director	\$265.00
◆ Associate	\$253.00
◆ Senior Engineer/Scientist II	\$248.00
◆ Senior Engineer/Scientist I	\$236.00
◆ Project Engineer/Scientist III	\$219.00
◆ Project Engineer/Scientist II	\$210.00
◆ Project Engineer/Scientist I	\$190.00
◆ Staff Engineer/Scientist II	\$176.00
◆ Staff Engineer/Scientist I	\$161.00
◆ Technical Analyst	\$155.00
◆ Graphics/GIS	\$141.00
◆ Laboratory Compliance Specialist	\$137.00
◆ Administrative Assistant	\$101.00
◆ Intern	\$66.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

6H

City Council Staff Report
March 23, 2021



From: Tina Envia, Interim Administrative Services Director

Prepared by: Sopheap Dong-Carreon, Accountant II

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the City of Turlock's audited Financial Statements for the Transportation Development Act for the fiscal year ended June 30, 2020

2. SYNOPSIS:

Accepting the City of Turlock's audited Financial Statements for the Transportation Development Act (TDA) for the fiscal year ended June 30, 2020

3. DISCUSSION OF ISSUE:

As part of their annual audit work for the City, the City's independent external auditors, Maze & Associates, issue an audit report for the financial statements which account for the TDA revenue the City receives for transit operations and non-motorized activities. The portion of the report for transit operations covers just the activity in Funds 425 and 426 (Transit DAR and Transit Fixed Route, respectively) and portion of the report for non-motorized activities is part of Fund 216 (Streets – Local Transportation). While these activities are included in the City's basic financial statements, the rules and regulations governing the TDA revenue require the preparation of a separate financial statement.

The financial statements are prepared by the City's Finance Department in accordance with Generally Accepted Accounting Principles (GAAP). Our external auditors have the responsibility to audit the statements in accordance with Generally Accepted Auditing Standards with the goal of determining whether the financial statements are free of material misstatement. If this goal can be supported with the results of their audit, the external auditor will issue an unqualified or "clean" opinion. The TDA financial statements contain an unqualified opinion.

Staff is requesting Council's acceptance of the TDA financial statements now, ahead of the acceptance of the City's basic financial statements and related reports, in

order to be in compliance with TDA regulations which state that the financial statements are to be submitted within 180 after the fiscal year end. The TDA does allow for a 90-day extension, which was requested from and approved by the Stanislaus Council of Governments (StanCOG), and which results in an amended due date of March 30th of the current calendar year.

4. BASIS FOR RECOMMENDATION:

A. As noted above, the accompanying financial statements are prepared in accordance with GAAP, which is necessary to obtain an unqualified opinion from our auditors. This opinion provides overall assurance to Management as to the reliability of the City's financial statements.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are budgeted for the independent audit services required. There is no additional fiscal impact.

6. CITY MANAGER'S COMMENTS:

Recommend acceptance

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Do not accept this report. City staff does not recommend this approach because the report was completed in accordance with applicable standards and is required for compliance purposes with the TDA. Failure to accept the report will result in an immediate suspension of transit payments from StanCOG, a delay in the approval of the City's FY 2021/22 transit claims, and a finding in a future triennial TDA performance audit report.

ATTACHMENTS:

- City of Turlock financial statements for the Transportation Development Act for the year ended June 30, 2020



CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
FOR THE YEARS ENDED
JUNE 30, 2020 AND 2019

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**CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019**

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council,
of the City of Turlock
Turlock, California

Report on Financial Statements

We have audited the accompanying financial statements of the Transportation Development Act Funds (TDA Funds) which are included in the Streets Special Revenue Fund and the Transportation Enterprise Fund of the City of Turlock (City), California, as of and for the years ended June 30, 2020 and 2019, and the related notes to the financial statements, which collectively comprise the TDA Funds' basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the TDA Funds' preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the TDA Funds' internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the TDA Funds as of June 30, 2020 and 2019, and the respective changes in financial position and, where applicable, cash flows thereof, for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the TDA Funds and do not purport to, and do not present fairly the financial position of the City as of June 30, 2020 and 2019, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

The emphasis of this matter does not constitute a modification to our opinions.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 12, 2021 on our consideration of the TDA Funds' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the TDA Funds' internal control over financial reporting and compliance.

Maze & Associates

Pleasant Hill, California
March 12, 2021

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
GOVERNMENTAL FUND - STREETS SPECIAL REVENUE FUND
COMPARATIVE BALANCE SHEETS
JUNE 30, 2020 AND 2019

	2020	2019
ASSETS		
Cash and investments (Note 2)	\$237,898	\$75,396
Accounts receivable		213
	\$237,898	\$75,609
Total Assets	\$237,898	\$75,609
 LIABILITIES		
Accounts and salaries payable	\$38,099	\$52,092
Deposits payable	148	500
Unearned revenue (Note 4)	21,811	21,811
	60,058	74,403
Total Liabilities	60,058	74,403
 FUND BALANCES (Note 5)		
Restricted	177,840	1,206
	177,840	1,206
Total Fund Balance (Deficit)	177,840	1,206
 Total Liabilities and Fund Balance	 \$237,898	 \$75,609

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
GOVERNMENTAL FUND - STREETS SPECIAL REVENUE FUND
COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
REVENUES		
Intergovernmental revenues		\$66,437
Charges for services	\$56,162	44,638
Interest income and other revenues	211	797
	56,373	111,872
EXPENDITURES		
Public ways and facilities / transportation	529,739	515,820
	529,739	515,820
Excess (Deficiency) of Revenues Over Expenditures	(473,366)	(403,948)
OTHER FINANCING SOURCES (USES)		
Transfers in from City's Streets Special Revenue Fund	700,000	700,000
Transfers out to City's Streets Special Revenue Fund	(50,000)	(67,830)
	650,000	632,170
Net Change in Fund Balance	176,634	228,222
Fund Balance (Deficit), Beginning of Year	1,206	(227,016)
Fund Balance, End of Year	\$177,840	\$1,206

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
GOVERNMENTAL FUND - STREETS SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2020

	<u>Budgeted Amounts</u>		<u>Actual</u>	Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES:				
Intergovernmental revenues	\$50,000	\$50,000		(\$50,000)
Charges for services	28,800	28,800	\$56,162	27,362
Interest income and other revenues	100	100	211	111
	<u>78,900</u>	<u>78,900</u>	<u>56,373</u>	<u>(22,527)</u>
EXPENDITURES:				
Public ways and facilities / transportation	798,475	797,955	529,739	268,216
	<u>798,475</u>	<u>797,955</u>	<u>529,739</u>	<u>268,216</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(719,575)</u>	<u>(719,055)</u>	<u>(473,366)</u>	<u>245,689</u>
OTHER FINANCING SOURCES (USES):				
Transfers in from City's Streets Special Revenue Fund	700,000	700,000	700,000	
Transfers out to City's Streets Special Revenue Fund		(50,000)	(50,000)	
	<u>700,000</u>	<u>650,000</u>	<u>650,000</u>	
Net Change in Fund Balance	<u>(\$19,575)</u>	<u>(\$69,055)</u>	176,634	<u>\$245,689</u>
Fund Balance (Deficit), Beginning of Year			<u>1,206</u>	
Fund Balance, End of Year			<u>\$177,840</u>	

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
TRANSPORTATION ENTERPRISE FUND
COMPARATIVE STATEMENTS OF NET POSITION
JUNE 30, 2020 AND 2019

	2020	2019
ASSETS		
Current assets:		
Cash and investments (Note 2)	\$1,400,763	\$1,237,707
Accounts receivable, grants	1,846,268	1,181,604
Accounts receivable, other	8,665	
Interest receivable	2,701	3,765
Total current assets	3,258,397	2,423,076
Noncurrent assets:		
Capital assets (Note 3):		
Nondepreciable	5,050,671	10,791,604
Depreciable, net	15,207,493	7,221,512
Total noncurrent assets	20,258,164	18,013,116
Total Assets	23,516,561	20,436,192
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows related to pensions (Note 9)	167,389	152,854
Deferred outflows related to OPEB (Note 10)	31,753	9,832
Total Deferred Outflows of Resources	199,142	162,686
LIABILITIES		
Current liabilities:		
Accounts payable and accruals	436,125	437,323
Salaries payable	12,334	10,082
Unearned revenue (Note 4)	1,985,492	1,245,432
Compensated absences - due in one year	14,904	9,534
Total current liabilities	2,448,855	1,702,371
Long-term liabilities		
Compensated absences	59,616	38,134
Total OPEB liability (Note 10)	170,343	244,312
Net pension liability (Note 9)	1,241,042	969,444
Total long-term liabilities	1,471,001	1,251,890
Total Liabilities	3,919,856	2,954,261
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions (Note 9)	24,035	8,203
Deferred inflows related to OPEB (Note 10)	137,935	9,426
Total Deferred Inflows of Resources	161,970	17,629
NET POSITION (Note 5)		
Net investment in capital assets	20,258,164	18,013,116
Unrestricted	(624,287)	(386,128)
Total Net Position	\$19,633,877	\$17,626,988

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
TRANSPORTATION ENTERPRISE FUND
COMPARATIVE STATEMENTS OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
OPERATING REVENUES		
Charges for services	\$228,999	\$243,569
Other income	360	13,114
	229,359	256,683
OPERATING EXPENSES		
Salaries, benefits and insurance	809,772	868,012
Contractual	2,243,618	2,216,165
Supplies and maintenance	218,945	257,535
Utilities	41,941	36,022
Fleet expense	152,111	206,951
Depreciation (Note 3)	1,150,327	808,405
Other expenses	10,927	15,652
	4,627,641	4,408,742
Total operating expenses	4,627,641	4,408,742
Operating loss	(4,398,282)	(4,152,059)
NON-OPERATING REVENUES (EXPENSES)		
Operating grants	3,081,826	2,925,660
Loss from retirement of capital assets	(104,484)	(92,811)
Investment income	9,558	7,598
	2,986,900	2,840,447
Total nonoperating revenues (expenses)	2,986,900	2,840,447
INCOME (LOSS) BEFORE CAPITAL GRANTS AND TRANSFERS		
	(1,411,382)	(1,311,612)
Capital grants	3,404,965	3,982,090
Transfers in from other City funds	55,438	49,935
Transfers out to other City funds	(42,132)	(240,000)
	3,418,271	3,792,025
Net Capital Grants and Transfers	3,418,271	3,792,025
Change in Net Position	2,006,889	2,480,413
Net Position - Beginning	17,626,988	15,146,575
Net Position - Ending	\$19,633,877	\$17,626,988

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
TRANSPORTATION ENTERPRISE FUND
COMPARATIVE STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$220,694	\$278,501
Payments to suppliers	(2,668,740)	(3,019,243)
Payments to employees	(475,154)	(346,883)
Cash Flows from Operating Activities	(2,923,200)	(3,087,625)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Transfers in	55,438	49,935
Transfers out	(42,132)	(240,000)
Interfund receipts (payments)		(1,406,767)
Intergovernmental receipts - operations	2,417,162	2,727,843
Cash Flows from Noncapital Financing Activities	2,430,468	1,131,011
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Intergovernmental receipts - capital program	4,145,025	7,083,310
Purchases of capital assets	(3,502,556)	(3,898,076)
Proceeds from sale of capital assets	2,697	4,765
Cash Flows from Capital and Related Financing Activities	645,166	3,189,999
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	10,622	4,322
Cash Flows from Investing Activities	10,622	4,322
Net Cash Flows	163,056	1,237,707
CASH AND CASH EQUIVALENTS		
Cash and investments at beginning of period	1,237,707	
Cash and investments at end of period	\$1,400,763	\$1,237,707
RECONCILIATION OF OPERATING LOSS TO CASH FLOWS FROM OPERATING ACTIVITIES:		
Operating loss	(\$4,398,282)	(\$4,152,059)
Adjustments to reconcile operating loss to cash flows from operating activities:		
Depreciation	1,150,327	808,405
Change in assets and liabilities:		
Accounts receivable	(8,665)	21,818
Accounts payable	(1,198)	(286,918)
Salaries payable	2,252	4,400
Compensated absences	26,852	4,970
Deferred outflows/inflows and total OPEB liability	32,619	97,764
Deferred outflows/inflows and net pension liability	272,895	413,995
Cash Flows from Operating Activities	(\$2,923,200)	(\$3,087,625)
NONCASH TRANSACTIONS		
Retirement of capital assets	(\$107,181)	(\$97,576)

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. *The Reporting Entity*

The financial statements of the Transportation Development Act Funds (TDA Funds) are intended to present the financial position and changes in financial position and cash flows for only those transactions attributable to the Streets Special Revenue Fund and the Transportation Enterprise Fund (TDA Funds) administered and disbursed by the City of Turlock, California (City).

The accounting policies of the TDA Funds of the City are in conformity with accounting principles generally accepted in the United States of America (GAAP) applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing accounting principles. The following is a summary of the more significant accounting policies.

B. *Fund Accounting*

The operations of the TDA Funds are accounted for in separate sets of self-balancing accounts that comprise their assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance or net position, revenues and expenditures or expenses. Governmental resources are allocated to and for individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The TDA Funds are presented in the accompanying financial statements as follows:

Governmental Fund Type

Streets Special Revenue Fund - The Streets Special Revenue Fund is used to account for the City's share of the Transportation Development Act (TDA) allocations that are legally restricted for street maintenance and capital improvements. In addition, this fund accounts for the Proposition 1B funds whose use is generally restricted to pavement maintenance, rehabilitation and/or reconstruction.

Proprietary Fund Type

Transportation Enterprise Fund - The Transportation Enterprise Fund is used to account for the operation and management of the City's transit operations. TDA and Federal Transit Administration (FTA) allocations for transit operations are accounted for in this fund along with Proposition 1B funds designated for transit programs.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. *Basis of Accounting and Measurement Focus*

Streets Special Revenue Fund

The Streets Special Revenue Fund’s financial statements include a Balance Sheet and a Statement of Revenue, Expenditures and Changes in Fund Balance. The Special Revenue Fund is accounted for on a spending or *current financial resources* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and deferred outflows of resources, and current liabilities and deferred inflows of resources, are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balance presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balances. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City’s accrual period is generally 90 days after fiscal year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred.

The Streets Special Revenue Fund is used to account for the City’s share of the Transportation Development Act (TDA) allocations that are legally restricted for street maintenance and projects supporting bicycle and pedestrian activity adjacent to and on City streets/roads (non-motorized). In addition, this fund accounts for user fees collected related to permitted trenching activity and transportation permits within the City streets/roads and related right-of-way.

Transportation Enterprise Fund

The Transportation Enterprise Fund financial statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows.

The Transportation Enterprise Fund is accounted for using the *economic resources* measurement focus and the accrual basis of accounting. Accordingly, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources, (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Change in Fund Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

The Transportation Enterprise Fund is used to account for the operation and management of the City’s transit operations. TDA and Federal Transit Administration (FTA) allocations for transit operations and capital projects are accounted for in this fund, along with Proposition 1B funds designated for transit programs.

Operating revenues in the Transportation Enterprise Fund include fare, Measure L Transit and other revenues generated from the primary operations of the fund, excluding grants. All other revenues, including operating grants, are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Deferred Inflows and Deferred Outflows of Resources

In addition to assets, the statement of net position or balance sheet reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position or balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

E. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 2 – CASH AND INVESTMENTS

The TDA Funds participate in the City’s cash and investment pool. The City pools surplus cash from all sources and all funds, except cash with fiscal agents, so that it can be invested at the maximum yield, consistent with safety and liquidity. Investment income is allocated among funds on the basis of the average month-end cash and investment balances in these funds. As of June 30, 2020, and June 30, 2019, the TDA Funds had cash and investment balances of \$1,638,661 and \$1,313,103, respectively.

Investments Authorized by the California Government Code and the City’s Investment Policy

The City’s Investment Policy and the California Government Code permit the following investments, provided the credit ratings of the issuers are acceptable and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code, or the Investment Policy if more restrictive, that address interest rate risk, credit risk and concentration of credit risk.

The City’s investment policy authorizes the following investments:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
U.S. Treasury Notes, Bonds and/or Bills	5 years	A	Unlimited	N/A
U.S. Government Agency Securities	5 years	A	Unlimited	No more than 25%
Negotiable Certificates of Deposit	5 years	N/A	30%	N/A
Certificates of Deposit	5 years	A	Unlimited	N/A
Bankers' Acceptances	180 days	A	40%	No more than 30%
Commercial Paper	270 days	A-1 or Higher	25%	No more than 10%
State of Local Agency Investment Fund (LAIF)	N/A	N/A	Equal to maximum limit set by LAIF	N/A
Repurchase Agreement	1 year	N/A	Unlimited	N/A
Money Market and Mutual Funds	N/A	A	20%	N/A
Corporate Notes	5 years	AA	30%	N/A

For purposes of the Statement of Cash Flows, cash equivalents are defined as investments with original maturities of 90 days or less, which are readily convertible to known amounts of cash. The City considers all pooled cash and investments (consisting of cash and investments and restricted cash and investments) held by the City as cash and cash equivalents because the pool is used essentially as a demand deposit account from the standpoint of the funds. The City also considers all non-pooled cash and investments (consisting of funds with fiscal agents) as cash and cash equivalents, because investments meet the criteria for cash equivalents defined above.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 2 – CASH AND INVESTMENTS (Continued)

Fair Value Hierarchy

The TDA Funds categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The TDA Funds' investment in the City's investment pool is not subject to the fair value hierarchy.

NOTE 3 – CAPITAL ASSETS

Capital assets acquired by the Streets Fund are recorded as expenditures in the special revenue fund and capitalized at cost and recorded as part of the City's Statement of Net Position in the government-wide financial statements. The costs of infrastructure (roads, curbs, gutters, streets, bridges, sidewalks, drainage systems, right-of-ways, and land related to such assets) are recorded as expenditures in the special revenue fund and are also capitalized and recorded in the City's Statement of Net Position in the government-wide financial statements. These infrastructure assets become the property of the City and are maintained by the City.

Capital assets acquired by the Transportation Enterprise Fund are recorded at cost in the Transportation Enterprise Fund and are depreciated using the straight-line method over estimated useful lives. Operating expenses include depreciation on all depreciable capital assets. Repairs and maintenance are charged to expense when the services are rendered.

City policy has set the capitalization thresholds for reporting capital assets at the following:

General Capital Assets	\$10,000
Infrastructure Capital Assets	50,000

Depreciation has been provided on a straight-line basis over the following useful lives:

	<u>Years</u>
Land Improvements and Infrastructure	25-60
Buildings	30-50
Furniture and Equipment	5-10
Vehicles	5-10

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 3 – CAPITAL ASSETS (Continued)

Transportation Enterprise Fund

The following is a summary of capital assets for the Transportation Enterprise fund:

	Balance at June 30, 2019	Additions	Retirements/ Adjustments	Transfers	Balance at June 30, 2020
Capital assets not being depreciated:					
Land	\$1,823,738			\$1,558,721	\$3,382,459
Construction in progress	8,967,866	\$3,502,556		(10,802,210)	1,668,212
Total capital assets not being depreciated	<u>10,791,604</u>	<u>3,502,556</u>		<u>(9,243,489)</u>	<u>5,050,671</u>
Capital assets being depreciated:					
Land improvements	2,106,887			452,604	2,559,491
Buildings	1,904,615			6,277,006	8,181,621
Furniture and equipment	1,026,934		(\$50,967)	105,113	1,081,080
Vehicles	4,943,225		(375,056)	2,408,766	6,976,935
Infrastructure	251,912		(20,861)		231,051
Total capital assets being depreciated	<u>10,233,573</u>		<u>(446,884)</u>	<u>9,243,489</u>	<u>19,030,178</u>
Less accumulated depreciation for:					
Land improvements	(426,868)	(75,224)			(502,092)
Buildings	(685,035)	(168,104)			(853,139)
Furniture and equipment	(514,694)	(102,423)	19,332		(597,785)
Vehicles	(1,369,802)	(800,725)	319,792		(1,850,735)
Infrastructure	(15,662)	(3,851)	579		(18,934)
Total accumulated depreciation	<u>(3,012,061)</u>	<u>(1,150,327)</u>	<u>339,703</u>		<u>(3,822,685)</u>
Net capital assets being depreciated	<u>7,221,512</u>	<u>(1,150,327)</u>	<u>(107,181)</u>	<u>9,243,489</u>	<u>15,207,493</u>
Capital assets, net	<u>\$18,013,116</u>	<u>\$2,352,229</u>	<u>(\$107,181)</u>		<u>\$20,258,164</u>

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 4 – UNEARNED REVENUE – CAPITAL PROGRAMS

The TDA Funds received grants from the State of California Department of Transportation for projects financed with Public Transportation Modernization, Improvement, and Service Enhancement Account (Proposition 1B), and had received Local Transportation Fund and State Transit Assistance funds in advance of costs being incurred. As of June 30, 2020, and 2019, unearned revenue related to those programs is as follows:

	2020	2019
<i>Streets Special Revenue Fund:</i>		
State Transit Assistance and Local Transportation Fund	\$21,811	\$21,811
<i>Transportation Enterprise Fund:</i>		
Proposition 1B		\$258,313
State Transit Assistance and Local Transportation Fund	\$1,985,492	444,502
Insurance Proceeds Restricted to Bus Replacement		542,617
Total Transit Enterprise Fund	\$1,985,492	\$1,245,432

NOTE 5 – NET POSITION AND FUND BALANCES

A. Net Position

Net Position is the excess of all assets and deferred outflows of resources over all liabilities and deferred inflows of resources. Net Position is divided into three captions. These captions apply only to Net Position, which is determined only for proprietary funds and at the Government-wide level, and are described below:

Net Investment in Capital Assets describes the portion of Net Position which is represented by the current net book value of the capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter.

B. Fund Balances

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash, receivables and deferred outflows of resources, less its liabilities and deferred inflows of resources.

The Streets Special Revenue Fund's fund balances are classified based on spending constraints imposed on the use of resources. The use of the funds accounted for in these Statements is restricted by law; therefore, these funds will never have committed or assigned balances. Each category in the following hierarchy is ranked according to the degree of spending constraint:

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 5 – NET POSITION AND FUND BALANCES (Continued)

Nonspendable represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Assets not expected to be converted to cash, such as prepaids, notes receivable, and property held for resale are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then nonspendable amounts are required to be presented as a component of the applicable category.

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose. Encumbrances and nonspendable amounts subject to restrictions are included along with spendable resources.

Committed fund balances have constraints imposed by resolution of the City Council which may be altered only by formal action of the City Council. Encumbrances and nonspendable amounts subject to council commitments are included along with spendable resources.

Assigned fund balances are amounts constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. Intent is expressed by the City Council or its designee and may be changed at the discretion of the City Council or its designee, the City Manager. This category includes: encumbrances; nonspendables, when it is the City's intent to use proceeds or collections for a specific purpose; and residual fund balances, if any, of Special Revenue and Capital Projects which have not been restricted or committed.

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual General Fund balance and residual fund deficits, if any, of other governmental funds.

NOTE 6 – TRANSPORTATION DEVELOPMENT ACT

The State of California established the TDA to provide funds for public transportation. The funds are administered by the Stanislaus Council of Governments (StanCOG). TDA created a Local Transportation Fund (LTF) in each county for the transportation purposes specified in the Transportation Development Act Statutes and Administrative Code. Revenues of the LTF are derived from a 1/4 of one percent sales tax rate levied in each county.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

**NOTE 7 – PUBLIC TRANSPORTATION MODERNIZATION IMPROVEMENT AND SERVICE
ENHANCEMENT ACCOUNT (PTMISEA)**

In November 2006, California Voters passed a bond measure enacting the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006. Of the \$19.925 billion of State general obligation bonds authorized, \$4 billion was set aside by the State as instructed by the statute as the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA). These funds are available to the California Department of Transportation for intercity rail projects and to transit operators in California for rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements or for rolling stock procurement, rehabilitation or replacement.

Since fiscal year 2007-08, the City has received funding for the following projects: (1) Bus LED Designation Signs and Brochure Holders; (2) Construction of Timed Fill Compressed Natural Gas (CNG) Bus Fueling Station; (3) Compressed Natural Gas Transit Bus (35-foot); (4) Transit Transfer Center; (5) Transit Transfer Center Phase II; (6) CNG Slow Fill Compressor; (7) Electronic Farebox System; (8) Dispatch Office; (9) Operations and Bus Storage; (10) Paratransit Bus Purchase; (11) Bus Parking Expansion; (12) Bus Stop Improvements.

In fiscal years 2008 through 2020, the Program received a total of \$4,997,243 from Proposition 1B funds and expended \$5,053,942 including the expense of interest on the unspent funds. The Program did not receive additional Proposition 1B funding in fiscal years 2017 through 2020 and during the year ended June 30, 2020 expended \$259,362 including the expense of interest on unspent funds. The schedule below delineates the funds received and the spending of these funds along with the interest earned on the unexpended funds.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 7 – PUBLIC TRANSPORTATION MODERNIZATION IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA) (Continued)

Project Name	Grant Amount	Interest	Expended through June 30, 2020	Transfers to Other Projects
Bus LED Designation Signs and Brochure Holders	\$12,975	\$163	(\$13,138)	
Construction of Timed Fill Compressed Natural Gas (CNG) Bus Fueling Station	315,495	6,889	(279,853)	(\$42,531)
Compressed Natural Gas Transit Bus (35-foot)	495,495	14,112	(507,333)	(2,274)
Transit Transfer Center	1,265,574	5,539	(1,549,015)	277,902
Transit Transfer Center Phase II & III	532,437	14,921	(1,129,350)	581,992
CNG Slow Fill Compressor	350,000	392	(350,392)	
Electronic Farebox System	200,000	1,016	(201,016)	
Dispatch Office	130,000	183		(130,183)
Operations and Bus Storage	377,740	322		(378,062)
Paratransit Bus Purchase	900,000	3,231	(872,586)	(30,645)
Bus Parking Expansion	267,527	8,672		(276,199)
Bus Stop Improvements	150,000	1,259	(151,259)	
Total	<u>\$4,997,243</u>	<u>\$56,699</u>	<u>(\$5,053,942)</u>	

NOTE 8 – RISK MANAGEMENT

The TDA Funds are exposed to various risks of loss related to torts; theft of; damage to, and destruction of assets, and natural disaster. The TDA Funds participate in the Central San Joaquin Valley Risk Management Authority (CSJVRMA), as a part of the City. The purpose of CSJVRMA is to spread the adverse effect of losses among the members and to purchase excess insurance as a group, thereby reducing its expense. The funds, through cost allocation from the City, contribute their pro rata share of anticipated losses to pools administered by CSJVRMA. More information regarding the City's risk management program can be found in the basic financial statements of the City of Turlock.

NOTE 9 – PENSION PLAN

Personnel costs accounted for under TDA and FTA funding include costs associated with the City's pension benefit plan. The costs attributed to TDA and FTA funding are part of the City's Miscellaneous Plan, an Agent-Multiple Employer Plan administered by the California Public Employees' Retirement System (CalPERS), and are allocated to TDA and FTA funds in the same manner as they are allocated to other City funds which have personnel expenditures. More information regarding the Plan can be found in the basic financial statements for the City of Turlock.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 10 – OTHER EMPLOYEE BENEFITS

Personnel costs accounted for under TDA and FTA funding include costs associated with the City's compensated absences and retiree healthcare benefit plans. The costs attributed to TDA and FTA funding are part of the City-wide plans and are allocated to TDA and FTA funds in the same manner as they are allocated to other City funds which have personnel expenditures. More information regarding these plans can be found in the basic financial statements for the City of Turlock.

NOTE 11 – MAJOR CONTRACTOR

On November 25, 2017, the City entered into a contract agreement with Storer Transit Systems to operate and maintain the DART and BLAST programs. The term is from November 25, 2017, to June 30, 2021, with an option to extend for an additional two years. Storer Transit Systems is paid monthly based on a fixed fee plus a fee calculated at a fixed rate per vehicle multiplied by the number of service hours. Expenses incurred under this contract amounted to \$1,540,428 for the fiscal year ended June 30, 2020.

NOTE 12 – CONTINGENT LIABILITIES

The City receives Federal Transit Administration (FTA) monies for the purchase of buses, construction of related maintenance facilities, and for partial funding of its transit operations. State and federal grants received by the City for specific purposes are subject to review and audit by the grantor agencies. Such audits could lead to request for reimbursement for expenditures disallowed under the terms of the grants. The amount, if any, of expenditures that may be disallowed by the granting agencies cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

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**INDEPENDENT AUDITOR'S REPORT ON
INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE WITH THE TRANSPORTATION DEVELOPMENT ACT
AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Honorable Members of the City Council
of the City of Turlock
Turlock, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Transportation Development Act Funds (TDA Funds) of the City of Turlock (City), California, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the TDA Funds' basic financial statements, and have issued our report thereon dated March 12, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered TDA Funds' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of TDA Funds' internal control. Accordingly, we do not express an opinion on the effectiveness of TDA Funds' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the TDA Funds' financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the TDA Funds' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Our procedures included the applicable audit procedures contained in §6666 and §6667 of *Title 21 of California Code of Regulations* and tests of compliance with the applicable provisions of the Transportation Development Act and the allocation instructions and resolutions of the Stanislaus Council of Governments (StanCOG). However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We have also issued a separate Memorandum on Internal Control for the year ended June 30, 2020, which is an integral part of our audit and should be read in conjunction with this report.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the TDA Funds' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the TDA Funds' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the StanCOG, management, City Council, others within the City, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.

Maze & Associates

Pleasant Hill, California
March 12, 2021

**INDEPENDENT AUDITOR'S REPORT ON
COMPLIANCE FOR TDA PROGRAM FUNDS AND ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH SECTION 6666 AND 6667 OF THE RULES AND
REGULATIONS OF THE CALIFORNIA ADMINISTRATIVE CODE
IN THE TRANSPORTATION DEVELOPMENT ACT STATUTES AND ADMINISTRATIVE
CODE FOR 1987 AND THE ALLOCATION INSTRUCTIONS AND RESOLUTIONS OF THE
STANISLAUS COUNCIL OF GOVERNMENTS**

To the Honorable Mayor and Members of City Council
of the City of Turlock
Turlock, California

Report on Compliance for TDA Funds

We have audited the City of Turlock, California's (City), Streets Special Revenue Fund and the Transportation Enterprise Fund (TDA Funds) compliance with the types of compliance requirements described in Section 6666 and 6667 of the *Rules and Regulations of the California Administrative Code in the Transportation Development Act Statutes and Administrative Code for 1987* (the Act) and the allocation instructions and resolutions of the Stanislaus Council of Governments (StanCOG) that could have a direct and material effect on the TDA Funds for the year ended June 30, 2020.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its TDA Funds.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the TDA Funds based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Act and the allocation instructions and resolutions of the StanCOG. Those standards, the Act, and the allocation instructions and resolutions of the StanCOG require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the TDA Funds occurred. An audit includes examining, on a test basis, evidence about the TDA Funds' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the TDA Funds. However, our audit does not provide a legal determination of the TDA Funds' compliance.

Opinion on TDA Funds

In our opinion, the TDA Funds complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the TDA Funds for the year ended June 30, 2020.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Report on Internal Control Over Compliance

Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the TDA Funds' internal control over compliance with the types of requirements that could have a direct and material effect on the TDA Funds to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the TDA Funds and to test and report on internal control over compliance in accordance with the Act and the allocation instructions and resolutions of the StanCOG, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the TDA Funds' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the TDA Funds on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the TDA Funds will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the TDA Funds that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

We have also issued a separate Memorandum on Internal Control for the year ended June 30, 2020, which is an integral part of our audit and should be read in conjunction with this report.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Act and the allocation instructions and resolutions of the StanCOG. Accordingly, this report is not suitable for any other purpose.

This report is intended solely for the information and use of the StanCOG, management, City Council, others within the City, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.

Maze & Associates

Pleasant Hill, California

March 12, 2021

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**INDEPENDENT AUDITOR'S REPORT ON
COMPLIANCE FOR TDA FUNDS AND ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH RULES AND REGULATIONS OF THE
PUBLIC TRANSPORTATION MODERNIZATION,
IMPROVEMENT AND SERVICE ENHANCEMENT
ACCOUNT (PTMISEA)**

To the Honorable Mayor and Members of City Council
of the City of Turlock
Turlock, California

Report on Compliance for PTMISEA Projects

We have audited the revenues and expenses of the City of Turlock, California's (City), Public Transportation Modernization, Improvement and Service Enhancement Account Projects, as disclosed in Note 7 to the accompanying financial statements, a program of the Transportation Enterprise Fund, (the Projects) compliance with the rules and regulations of the *Public Transportation Modernization, Improvement and Service Enhancement Account* (PTMISEA) that could have a direct and material effect on the Projects for the year ended June 30, 2020.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to the Projects.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the PTMISEA. Those standards and the PTMISEA require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the Projects occurred. An audit includes examining, on a test basis, evidence about the Projects' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the Projects. However, our audit does not provide a legal determination of the Projects' compliance.

Opinion on the PTMISEA Projects

In our opinion, the Projects complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Projects for the year ended June 30, 2020.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Report on Internal Control Over Compliance

Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Projects' internal control over compliance with the types of requirements that could have a direct and material effect on the Projects to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the Projects and to test and report on internal control over compliance in accordance with the PTMISEA, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Projects' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the Projects on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the Projects will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the Projects that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

We have also issued a separate Memorandum on Internal Control for the year ended June 30, 2020, which is an integral part of our audit and should be read in conjunction with this report.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the PTMISEA and Accordingly, this report is not suitable for any other purpose.

This report is intended solely for the information and use of the State of California Department of Transportation, management, City Council, others within the City, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.

Maze & Associates

Pleasant Hill, California
March 12, 2021

CURRENT STATUS OF PRIOR YEAR FINDINGS

TDA2019-001 – Timely Submission of the Annual Financial Audit to StanCOG and CalTrans

Criteria: The City is required to file the annual audit of the Transportation Development Act Funds (TDA Funds) with the Stanislaus Council of Governments (StanCOG) within 180 days of the end of the fiscal year or December 31st. And, since the City receives Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funding that is included in the TDA Funds' annual audit, the TDA Funds report is also required to be filed with the California Department of Transportation (CalTrans) within 180 days of the end of the fiscal year. The City may request a 90-day extension from both StanCOG and CalTrans from the December 31 deadline to March 30.

Condition: The City did not request an extension for the filing of the June 30, 2018 financial statements with StanCOG or CalTrans, and they were not filed with StanCOG or CalTrans prior to December 31, 2018 or prior to March 30, 2019.

Cause: Staffing changes and delays in preparing the general ledger for audit resulted in the TDA Funds' records not being available for audit until the first quarter of the subsequent fiscal year.

Effect: The City is not in compliance with the annual financial audit filing requirements of StanCOG and PTMISEA, which may affect future TDA funding.

Recommendation: The City should develop procedures to ensure the TDA Funds' information is available for audit in time to file the annual financial audit by December 31 of each year, or request an extension and ensure it is filed prior to the extension deadline of March 30.

Current Status: Implemented.

TDA2018-001 – Timely Submission of the Annual Financial Audit to StanCOG and CalTrans

Criteria: The City is required to file the annual audit of the Transportation Development Act Funds (TDA Funds) with the Stanislaus Council of Governments (StanCOG) within 180 days of the end of the fiscal year or December 31st. And, since the City receives Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funding that is included in the TDA Funds' annual audit, the TDA Funds report is also required to be filed with the California Department of Transportation (CalTrans) within 180 days of the end of the fiscal year. The City may request a 90-day extension from both StanCOG and CalTrans from the December 31 deadline to March 31.

Condition: Although the City had obtained an extension for filing the June 30, 2017 financial statements with StanCOG and CalTrans, the financial statements were not filed prior to March 31, 2018. And the City did not request an extension for the filing of the June 30, 2018 financial statements, and they were not filed with StanCOG or CalTrans prior to December 31, 2018.

Cause: Staffing changes and delays in preparing the general ledger for audit resulted in the TDA Funds' records not being available for audit until the first quarter of the subsequent fiscal year.

Effect: The City is not in compliance with the annual financial audit filing requirements of StanCOG and PTMISEA, which may affect future TDA funding.

CURRENT STATUS OF PRIOR YEAR FINDINGS

TDA2018-001 – Timely Submission of the Annual Financial Audit to StanCOG and CalTrans (Continued)

Recommendation: The City should develop procedures to ensure the TDA Funds' information is available for audit in time to file the annual financial audit by December 31 of each year, or request an extension and ensure it is filed prior to the extension deadline of March 31.

Current Status: Implemented.

City Council Staff Report
March 23, 2021



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

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement with MGT of America Consulting, LLC for preparation of a Cost Allocation Plan required under federal regulations for Fiscal Year 2021-22, for a period of one (1) year with an option to extend the agreement for two (2) additional one-year terms, in an annual amount not to exceed \$17,000 and a total amount not to exceed \$51,000 if all renewal periods are exercised

2. SYNOPSIS:

Approving a Professional Services Agreement for preparation of a Cost Allocation Plan (CAP) to be used during the 2021-22 fiscal year period with an option to extend the agreement for two (2) additional one-year terms. The City of Turlock is required under federal regulations to prepare this plan to support the indirect costs claimed as part of the federal funding the City receives through CalTrans.

3. DISCUSSION OF ISSUE:

The Cost Allocation Plan (CAP) is prepared annually for submittal to CalTrans as a supporting document for the Indirect Cost Rate Proposal (ICRP) that is simultaneously submitted to CalTrans. These are required under federal regulations. The ICRP is the document CalTrans approves which authorizes the City's Engineering division to obtain reimbursement for staff time (actual payroll costs plus overhead) expended working on federally funded projects.

One of the components of the ICRP is the "City-wide overhead costs". These are costs for general administration, accounting, payroll, purchasing, and like costs provided in a centralized manner to all City departments. This component of the ICRP is provided to the City's cognizant agency for their review and approval. A cognizant agency is the federal agency which provides the most federal funding in a given fiscal year. HUD is the City of Turlock's cognizant agency.

The City contracted with MGT of America Consulting, LLC for the preparation of the CAP for the past eight years and proposes to continue this relationship. The preparation of the CAP is tedious and requires a level of understanding of the City's departmental structure and inter-departmental working relationships in order to successfully allocate shared costs in a manner that is consistent with federal rules. The staff provided by MGT of America Consulting for this activity have successfully negotiated this process with City and CalTrans staff.

4. BASIS FOR RECOMMENDATION:

A. The preparation of the CAP is very specialized in nature and dictated by federally prescribed regulations. Staff recommends the use of a professional consultant familiar with the regulations for the CAP preparation and submittal. MGT of America Consulting firm has maintained their annual pricing constant during the course of their relationship with the City and produces a quality product.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The preparation costs of the Cost Allocation Plan are budgeted for in account number 110-10-112.43060_007 "Contract Services – Cost Allocation Plan". Even though Non-General Fund activities benefit from having an approved Cost Allocation Plan and it is a requirement to pay for indirect costs with federal dollars, federal monies are not permitted to be expended for the preparation of a CAP. Therefore, this expense is funded using General Fund dollars.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Do not approve the contract with MGT of America Consulting, LLC. Staff does not recommend this alternative as staff has established a working relationship with this firm that allows for the most efficient utilization of their services.



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
MGT of America Consulting, LLC
for
Cost Allocation (ICRP) Plan Services**

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and MGT of America Consulting, LLC, a limited liability company (“Professional”), on this 23rd day of March, 2021 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with preparing a 2 CFR Part 200 citywide cost allocation plan and an indirect cost rate for the Engineering department that is Caltrans compliant (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 51 of this Agreement, Sections 1 through 51 shall prevail.
2. **Term.** The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on the 30th day of June, 2022 (“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 to Professional thirty (30) days prior to the expiration of this Agreement.
4. **Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).
5. **Work.**

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

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

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

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

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's annual compensation to Professional shall not exceed **Seventeen Thousand Dollars (\$17,000.00)** ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

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

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

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

8. Time of Performance. Professional warrants that it will commence performance of the Services within 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. Time and Personnel Devoted to Services. Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

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

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

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

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

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

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

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

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

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

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

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

14. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may

contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

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

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

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

16. Assignment. Neither Party to this Agreement shall assign or transfer any right or interest in this Agreement, in whole or in part, without prior written approval of the other party.

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

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive

equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

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

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

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

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

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

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

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

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

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

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

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

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

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 Two Million Dollars (\$2,000,000.00).

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

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

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) 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.

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

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

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

28. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and

omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

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

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

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

If to City:

**City of Turlock
Attn: Nadine Silva
Senior Accountant
156 S. Broadway, Suite 110
Turlock, CA 95380-5461**

If to Professional:

**MGT of America Consulting, LLC
Attn: J. Bradley Burgess
Executive Vice President
Financial Services Division
2251 Harvard Street, Suite 134
Sacramento, CA 95815**

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

City of Turlock
Attn: Nadine Silva
Senior Accountant
156 S. Broadway, Suite 110
Turlock, CA 95380-5461
Telephone: (209) 668-6070
E-mail: nsilva@turlock.ca.us

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONAL

**MGT of America Consulting, LLC, a
limited liability company**

By: _____

Print Name: _____

Title: _____

Date: _____

CITY

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

By: _____

Gary R. Hampton, Acting City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Nadine Silva, Senior Accountant

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____

Jennifer Land, City Clerk



February 4, 2021

Ms. Nadine Silva
Senior Accountant
City of Turlock
156 S. Broadway, Suite 110
Turlock, CA 95380

Subject: Proposal to provide 2 CFR Part 200 cost allocation plan and Engineering indirect cost rate services

Dear Ms. Silva:

MGT of America Consulting, LLC (MGT) is pleased to present the City of Turlock with this proposal for a citywide 2 CFR Part 200 cost allocation plan and Engineering indirect cost rate services. This letter summarizes the scope of services for this project and provides a pricing structure for all study components.

Scope of Services: The City of Turlock has contracted with MGT in the past to prepare a citywide cost allocation plan and an indirect cost rate for the Engineering department that is Caltrans compliant based on fiscal year 2018-2019 actual expenditures and staffing information. MGT proposes to update this analysis with fiscal year 2019-2020 actual expenditures and staffing information.

MGT will present the following deliverables at the conclusion of this engagement:

- * 2 CFR Part 200 cost allocation plan based on year-end FY2019-2020 actual expenditure and staffing information.
- * Indirect cost rate calculation for the Engineering department, based on year-end FY2019-2020 actual expenditure and staffing information, that conforms with Caltrans requirements.

All documents will be prepared for use in the FY 2021-2022 fiscal year.

Study Timeline:

Task 1 – Meetings with City Personnel and Data Collection – Due to COVID 19, all meetings will be conducted electronically through email, TEAMS or another telecommunications platform of the City's preference.

- * Meet with cost plan and indirect rate stakeholders, to review the concepts of cost allocation and discuss the impact of the plans and rates on their operations.
- * Meet with central service departments or divisions to identify the primary services (or functions) provided and the recipients of those services. We will then determine appropriate net costs, including labor, for each identified service. We will also determine jointly with department personnel, optimal allocation bases or metrics to distribute the identified service costs.
- * City personnel will provide financial and operational data that will be used to develop the cost plan and indirect rate.





Task 2 – Process Draft 2 CFR Part 200 Cost Allocation Plan

- * Based on each central service department's identified services, corresponding net costs, service recipients, and allocation base or metric, we will process a draft 2 CFR Part 200 cost allocation plan. This draft plan will be reviewed internally and refined based on several quality assurance activities.

Task 3 – City Review of Draft 2 CFR Part 200 Cost Allocation Plan

- * MGT will provide draft results of the 2 CFR Part 200 cost allocation plan to the City. This step is an opportunity to review preliminary results, address questions or concerns, and make changes as necessary.

Task 4 – Process Final 2 CFR Part 200 Cost Allocation Plan

- * MGT consultants will process the final 2 CFR Part 200 cost allocation plan after addressing issues or concerns raised in Task 3.

Task 5 – Process Draft Indirect Cost Rate

- * City personnel will provide financial and operational data that will be used to develop the indirect cost rate for the Engineering department.
- * MGT will prepare the indirect cost rate for the Engineering department that is compliant with the Caltrans requirements.

Task 6 – City Review of Draft Indirect Cost Rate

- * MGT will provide the draft indirect cost rate to the City. This step is an opportunity to review preliminary results, address questions or concerns, and make changes as necessary.

Task 7 – Process Final Indirect Cost Rate

- * MGT will process the final indirect cost rate after addressing issues or concerns raised in Task 6.

Task 8 – Caltrans Rate Approval Process

- * MGT will assist the City to submit the Engineering indirect cost rate to Caltrans and provide up to 40 hours of negotiation assistance to the City. It is rare that more time would be required, but if it is, we will evaluate the situation and discuss a solution with the City to ensure full coverage.

Task 9 – Project Close-Out and Ongoing Support

- * MGT will provide an electronic copy (Adobe PDF file) of the cost allocation plan and the Engineering indirect cost rate to the City following final confirmation by the City's project manager.



Proposed Fee

MGT will perform the study detailed in this proposal based on fiscal year 2019-2020 actual expenditure and staffing information for a fixed fee of \$17,000. In addition, we offer 2 additional option years at the proposed fee schedule listed below.

A breakdown of the project components and associated fees is as follows:

SERVICE – DELIVERABLE	PROPOSED FEE FOR FY 2019-2020 ACTUALS
2 CFR Part 200 Cost Allocation Plan	\$12,000
Engineering ICRP (includes up to 40 hours of negotiations with Caltrans)	\$5,000

OPTION YEAR 1 SERVICE – DELIVERABLE	PROPOSED FEE FOR FY 2020-2021 ACTUALS
2 CFR Part 200 Cost Allocation Plan	\$12,000
Engineering ICRP (includes up to 40 hours of negotiations with Caltrans)	\$5,000

OPTION YEAR 2 SERVICE – DELIVERABLE	PROPOSED FEE FOR FY 2021-2022 ACTUALS
2 CFR Part 200 Cost Allocation Plan	\$12,000
Engineering ICRP (includes up to 40 hours of negotiations with Caltrans)	\$5,000

City of Turlock 2 CFR Part 200 Cost Allocation Plan and Engineering Indirect Cost Rate Proposal
February 4, 2021
Page 4



Compensation Schedule

MGT proposes to invoice based upon the following milestones:

- 50% upon delivery of draft cost allocation plan
- 50% upon submission of final Engineering ICRP

Questions regarding this proposal may be directed to Cindy Sconce at: 916.760.4327 or by e-mail at: csconce@mgtconsulting.com.

As Executive Vice President of MGT's Financial Services Division, I have been authorized to commit the firm to the contents of this proposal. This proposal is firm and irrevocable for a period of 90 days from the date of this letter. We look forward to being of continued service to the City of Turlock.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Burgess'.

J. Bradley Burgess, Executive Vice President
Financial Services Division

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City Council Staff Report

March 23, 2021



From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Memorandum of Understanding between the City of Turlock and the County of Stanislaus to increase the Homeless Emergency Aid Program Grant Funds in the amount of \$15,942.07

Resolution: Appropriating \$15,942.07 to account number 257-41-489.34145 "HEAP Funding (Homeless Emergency Aid Program)"

2. SYNOPSIS:

Approving an amendment to the Memorandum of Understanding (MOU) with the County of Stanislaus to accept additional Homeless Emergency Aid Program (HEAP) Grant funds and directing their use.

3. DISCUSSION OF ISSUE:

Senate Bill 850, signed into law by Governor Jerry Brown in June of 2018, created \$500M in one-time funding to address homelessness and its impacts across California. This program is the Homeless Emergency Aid Program (HEAP). HEAP funding is allocated by formula to Continuums of Care across the State, with Stanislaus County receiving approximately \$7.2M in funding as a result of its homeless count. Turlock previously received an allocation of \$585,000. The funds are administered by the HEAP Administrative Entity for Stanislaus County, the County Community Services Agency.

The Homeless Emergency Aid Program (HEAP) is a flexible but time-limited and onetime source of funding from the State of California to address the homelessness crisis.

Broadly speaking, the funding:

1. Must be used for services, capital construction costs, and/or housing subsidies that will be of direct benefit to people experiencing homelessness.
2. The funds cannot be used as capitalized operating reserves or for activities directly related to enforcement, encampment closures, etc.
3. Must be contractually obligated and 50% spent down by January 2020, and 100% spent down by June of 2021.
4. Is one-time only, with all unspent funds as of June 2021 returned to the State.

Given these parameters, staff has taken guidance and suggestions from the Council sub committees on homelessness that met in 2019 to develop the proposed projects that addressed some of the community recommendations. Further, the recommendation is in alignment of allowable activities of the HEAP funding.

At the December 2019 Council meeting, Council approved two specific projects which add both overflow shelter beds, warming center capacity. The two approved projects that were approved and are currently underway, include:

- Demolition and reconstruction of the kitchen and dining facilities for WeCare. Turlock will utilize \$240,000 of the HEAP funds to increase the project to include a flex/community room, including the installation of fire sprinklers and other necessary life safety requirements that would then allow WeCare to use that space to set up over flow shelter beds. The space could also be used for the delivery of support services and training when not needed for shelter.
- Rehabilitation of Turlock Gospel Mission's Day Center which has been recently closed due to issues with their bathrooms and kitchen. Turlock will utilize \$240,000 of the allocated HEAP funds to assist with a rehabilitation project for the Turlock Gospel Mission Day Center to include the roof repairs, rehabilitation of bathrooms and kitchen as well as installation of fire sprinklers and other life safety requirement that would then allow Turlock Gospel Mission to use the whole day center to set up overflow shelter beds. Again, this space could also be used for the delivery of support services and training when not needed for shelter.

On April 28, 2020, the City of Turlock entered into a MOU with the County of Stanislaus on behalf of the Turlock Modesto/Stanislaus County Consortium of Care for HEAP funding in the amount of \$585,000. The County of Stanislaus has notified the City that interest earned on the HEAP funds needs to be redistributed

to the City. The interest earned on the HEAP funds will increase the amount of the MOU from \$585,000 to \$600,942.07 (\$15,942.07).

The following language clarification will be included in the amendment to the existing MOU.

FIRST: ARTICLE XII AMENDMENT 20. is hereby added with the following:

20. This MOU may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

SECOND: ARTICLE II SCOPE OF WORK 4. is hereby deleted and replaced with the following:

4. Project Cost: \$600,942.07. City agrees to use \$600,942.07 in HEAP funding as set forth in the MOU exclusively for the cost of construction and materials for the Projects as identified in Article II of this MOU.

THIRD: ARTICLE IV METHOD OF PAYMENT 10. is hereby revoked and replaced with the following:

10. Upon complete and full execution of this MOU, County shall disperse to City \$600, 947.07 in HEAP Funds to be expended in compliance with the requirements set forth in this MOU and Attachments.

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

Staff recommends authorizing the City Manager execute the amendment with the County for use of these additional funds as described above.

4. BASIS FOR RECOMMENDATION:

- A. An important component of solving homelessness in Turlock is the creation and provision of affordable housing — a long-term goal that cannot be achieved overnight. In the meantime, Turlock has been building its capacity to address the challenge of larger encampments becoming more prevalent. These encampment conditions negatively impact both the people living in them and the communities that neighbor them. The one-time, short-lived nature of HEAP funding has been earmarked by the City to increase capacity in the storage of personal belongings (a factor in successful programs) provide a day center and flex space for engagement and

programming as well as increasing potential overflow bed space when needed.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment: Appropriating \$15,942.07 to account number 257-41-489.34145 "HEAP Funding (Homeless Emergency Aid Program)".

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

No environmental determination is required in the acceptance of these funds. Any required environmental analysis will be done in correspondence with each component of these grant funds.

8. ALTERNATIVES:

- A. Council may choose not to accept the additional grant funds. However, this alternative is not recommended as the City has already accepted the initial allotment of HEAP funds.
- B. Council could direct the funds to be used in some other manner. However, this alternative is not recommended as the State of California has placed parameters on the use of these funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$15,942.07 TO ACCOUNT NUMBER }
257-41-489.34145 "HEAP FUNDING }
(HOMELESS EMERGENCY AID PROGRAM)" }

RESOLUTION NO. 2021-

WHEREAS, Senate Bill 850, signed into law by Governor Jerry Brown in June of 2018, created \$500M in one-time funding to address homelessness and its impacts across California. This program is the Homeless Emergency Aid Program (HEAP). HEAP funding is allocated by formula to Continuums of Care across the State, with Stanislaus County receiving approximately \$7.2M in funding as a result of its homeless count. Turlock previously received an allocation of \$585,000; and

WHEREAS, on April 28, 2020, the City of Turlock entered into a Memorandum of Understanding (MOU) with the County of Stanislaus on behalf of the Turlock Modesto/Stanislaus County Consortium of Care for HEAP funding in the amount of \$585,000; and

WHEREAS, the County of Stanislaus has since notified the City that interest earned on the HEAP funds needs to be redistributed to the City. The interest earned on the HEAP funds will increase the amount of funds received through the MOU from \$585,000 to \$600,942.07 (\$15,942.07); and

WHEREAS, by separate action, the City Council is requested to approve Amendment No. 1 to the MOU with the County of Stanislaus to accept the increase in HEAP funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$15,942.07 to account number 257-41-489.34145 "HEAP Funding (Homeless Emergency Aid Program)".

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF STANISLAUS
AND
THE CITY OF TURLOCK
FOR HOMELESS EMERGENCY AID PROGRAM FUNDING**

This MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into between the COUNTY OF STANISLAUS ("County") and CITY OF TURLOCK ("City"), as of the later of April 28, 2020, whereas the County has awarded Homeless Emergency Aid Program Funding (HEAP) funding on behalf of the Turlock Modesto/ Stanislaus County Continuum of Care to the City is hereby amended:

WHEREAS interest earned on the HEAP funds provided in this agreement needs to be redistributed to the City;

WHEREAS the parties agree to amend this Memorandum of Understanding;

WHEREAS additional services and language clarification is needed; and

WHEREAS the need for additional services requires additional funds and the Agreement maximum is being increased by \$15,942.07 from \$585,000 to \$600,942.07; and

FIRST: ARTICLE XII AMENDMENT 20. is hereby added with the following:

- 20. This MOU may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

SECOND: ARTICLE II SCOPE OF WORK 4. is hereby deleted and replaced with the following:

- 4. Project Cost: \$600,942.07. City agrees to use \$600, 942.07 in HEAP funding as set forth in the MOU exclusively for the cost of construction and materials for the Projects as identified in Article II of this MOU.

THIRD: ARTICLE IV METHOD OF PAYMENT 10. is hereby deleted and replaced with the following:

- 10. Upon complete and full execution of this MOU, County shall disperse to City \$600, 947.07 in HEAP Funds to be expended in compliance with the requirements set forth in this MOU and Attachments.

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

////////////////////////////////////

This AGREEMENT has been signed by the parties or their duly authorized representatives to be effective as of the date referenced on the first page.

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

CITY OF TURLOCK

By: _____
Kathryn M. Harwell

By: _____
Gary R. Hampton

Title: _____
Director

Title: _____
Acting City Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

CITY OF TURLOCK
CITY ATTORNEY

By: _____
Todd James

By: _____
George A. Petrulakis

Title: _____
Deputy County Counsel

Title: _____
Interim City Attorney

Dated: _____

Dated: _____

COUNTY OF STANISLAUS

Approved per BOS Item #: _____

Dated: _____

City Council Staff Report

March 23, 2021



From: Sarah Eddy, Human Resources Manager

Prepared by: Sarah Eddy, Human Resources Manager
Jessie Dhami, Human Resources Analyst, Sr.

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Tentative Agreement revising the Memorandum of Understanding ("MOU") between the City of Turlock ("City") and Turlock Firefighters, Local #2434 ("Turlock Fire") covering the period of July 1, 2020 through June 30, 2021 and appropriating \$100,000 from General Fund unassigned reserves to account number 110-30-300.41059 "Continuous Service Pay" and related roll-up costs

2. SYNOPSIS:

The City and Turlock Fire entered into a Tentative Agreement dated March 10, 2021, concluding labor negotiations for the 2020-2021 fiscal year. The Tentative Agreement is hereby presented to the City Council for approval.

By way of background, the City previously entered into Tentative Agreements to conclude labor negotiations for the 2020-2021 fiscal year with the following employee groups:

- Turlock Associated Police Officers (TAPO);
- Turlock Management Association – Public Safety (TMAPS);
- Management Employees; and
- Confidential Employees.

The City has been unable to resolve labor negotiations with the Turlock City Employees Association ("TCEA"), and will be participating in an impasse fact-finding hearing as requested by TCEA.

3. DISCUSSION OF ISSUE:

The City Council previously took action at its meeting on October 13, 2020, to approve the 2020-2021 fiscal year Memorandums of Understanding ("MOUs")

related to TAPO and TMAPS. The City Council also took action at the same meeting to approve the 2020-2021 fiscal year Schedules of Benefits ("SOBs") related to the Management and Confidential groups.

As mentioned above, the City has not reached agreement for the 2020-2021 fiscal year with TCEA, and will be participating in a fact-finding hearing as requested by TCEA.

The City is requesting that the City Council approve the Tentative Agreement dated March 10, 2021, which sets forth the terms for the 2020-2021 MOU with Turlock Fire.

Key Highlights of the Proposed MOU are summarized below:

- Employee Contributions Toward Benefits: The tentative agreement includes a change whereby employees shall contribute five percent (5%) toward medical, dental, and vision benefit premiums effective on April 1, 2021, or as soon as administratively feasible thereafter.
- Prescription Changes – Joint Labor-Management Committee: The tentative agreement references the formation of a joint labor-management committee to review and consider recommendations set forth in the CPAC report related to potential changes to the City's prescription plan.
- Continuous Service Pay: The tentative agreement provides bargaining unit members with continuous service pay that is received by other employee groups. Specifically, the agreement provides employees with continuous service pay at the following levels, and retroactive to July 1, 2020:
 - Beginning with the tenth (10th) year – 1.5% of base pay;
 - Beginning with the fifteenth (15th) year – 1.5% of base pay; and,
 - Beginning with the twentieth (20th) year – 1.5% of base pay.
- Other Changes: The tentative agreement includes reference to a total compensation survey that is being conducted by Turlock Fire, clean-up language related to various MOU provisions, and the City's request to change from 24-pay periods to 26-pay periods per year.

The Tentative Agreement is subject to approval by the City Council before its terms go into effect. The City is informed that Turlock Fire ratified the agreement at a meeting on March 15, 2021.

4. BASIS FOR RECOMMENDATION:

- A. The City's negotiators have received guidance and tentative approval from the City Council throughout the negotiation process with Turlock Fire.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment: Appropriating \$100,000 from General Fund unassigned reserves for continuous service pay and related roll-ups as outlined below:

Continuous Service Pay	\$67,000
PERS	\$32,000
Medicare	\$ 1,000

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. The City Council may choose to direct staff to return to the bargaining table to negotiate different terms and conditions. However, staff does not recommend alternatives since the negotiated terms and agreement meets the parameters set forth by the Council.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE } RESOLUTION NO. 2021-
TENTATIVE AGREEMENT REVISING THE }
MEMORANDUM OF UNDERSTANDING ("MOU") }
BETWEEN THE CITY OF TURLOCK ("CITY") }
AND TURLOCK FIREFIGHTERS, LOCAL#2434 }
(TURLOCK FIRE) COVERING THE PERIOD }
OF JULY 1, 2020 THROUGH JUNE 30, 2021 }
AND APPROPRIATING \$100,000 FROM }
GENERAL FUND UNASSIGNED RESERVES }
TO ACCOUNT NUMBER 110-30-300.41059 }
"CONTINUOUS SERVICE PAY" AND RELATED }
ROLL-UP COSTS }

WHEREAS, the City of Turlock ("City") and the Turlock Firefighters, Local #2434 bargaining unit entered into a tentative agreement for a successor Memorandum of Understanding ("MOU") for the 2020-2021 fiscal year; and

WHEREAS, the Tentative Agreement includes employee contributions toward medical, dental, and vision benefit premiums, to be implemented as soon as administratively feasible; and

WHEREAS, the Tentative Agreement includes formation of a joint labor-management committee to review and consider recommendations set forth in the CPAC report related to potential changes to the City's prescription plan; and

WHEREAS, the Tentative Agreement provides bargaining unit members with continuous service pay that is received by other employee groups; and

WHEREAS, an appropriation in the amount of \$100,000 from the General Fund unassigned reserves is needed to fund the continuous service pay and related roll-up costs as outlined below:

Continuous Service Pay	\$67,000
PERS	\$32,000
Medicare	\$ 1,000

WHEREAS, other terms and conditions of employment set forth in the Tentative Agreement reached with Turlock Fire are subject to implementation upon ratification by the City of Turlock City Council and the bargaining unit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Tentative Agreement revising the Memorandum of Understanding ("MOU") between the City of Turlock ("City") and Turlock Firefighters, Local #2434 ("Turlock Fire") covering the period of July 1, 2020 through June 30, 2021 and appropriate \$100,000 from General Fund unassigned reserves to account number 110-30-300.41059 "Continuous Service Pay" and related roll-up costs.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**CITY OF TURLOCK
TURLOCK FIREFIGHTERS, LOCAL #2434
2020-2021 SUCCESSOR MOU LABOR NEGOTIATIONS**

Tentative Agreement

March 10, 2021

The City of Turlock and Turlock Firefighters, Local #2434 hereby enter into a tentative agreement to conclude 2020-2021 labor negotiations as follows.

1:00 TERM OF AGREEMENT

July 1, 2020 to June 30, 2021

8:00 HOURS AND WORK SCHEDULED

[...]

- e) A 28-day work period applies to employees pursuant to Section 7(k) of the F.L.S.A. **All paid leave time (vacation, sick leave, CTO, holidays) shall be recognized as hours worked within the 28-day work period.** This provision will result in thirteen (13) hours per month per employee being accrued and paid in the following manner: straight time for thirteen (13) hours included in the employee base salary. The additional half time for the thirteen (13) hours will be paid at one-half the employee's regular hourly rate of pay. The compensation paid for these hours shall be reported to PERS as part of the employee's total compensation for retirement calculations.

10:00 SALARIES

10:19 Continuous Service Pay

Effective July 1, 2020, employees who have worked for the City of Turlock continuously from their date of hire shall receive the following continuous service pay:

Beginning with the tenth (10th) year and every year thereafter, 1.5% of base salary.

Beginning with the fifteenth (15th) year and every year thereafter, 1.5% of base salary.

Beginning with the twentieth (20th) year and every year thereafter, 1.5% of base salary.

13:00 HEALTH INSURANCE

13.01 Health, Dental, and Vision Insurance

The City will pay 100% per employee/family of the applicable tiered rates for ~~medical/dental/vision plans.~~

Effective on April 1, 2021, or as soon as administratively feasible thereafter, employees shall contribute five percent (5%) toward medical, dental, and vision benefit premiums. The 2020-2021 premium rate structure is attached hereto, and is subject to change in subsequent plan years. Employee premium contributions shall be deducted from employee payroll on a pre-tax basis and in accordance with the law.

13.03 Deferred Compensation Contribution in Lieu of Insurance

(STATUS QUO)

PRESCRIPTION CHANGES

The City and Turlock Firefighters agree to form a joint labor-management committee (and which will include the other employee groups) to review and consider recommendations set forth in the CPAC report related to potential changes to the City's prescription plan.

Turlock Firefighters shall appoint one (1), and up to two (2), members to participate in the labor-management committee. The labor-management committee shall make non-binding recommendations to the City Council by no later than March 30, 2021. It is noted that the joint labor-management committee conducted its initial meeting on September 29, 2020.

PAYROLL AND PAYROLL CYCLE CHANGES

The parties agree to change from a 24 pay period schedule to a 26 pay period schedule, with paydays being made on a bi-weekly (every 2 weeks) basis.

MOU CLEAN-UP LANGUAGE

The City agrees to the MOU clean-up changes and removal of outdated MOU language previously proposed by the union related to Articles 8:01, 10:03, 11:02, and 13:02.

2021-2022 SUCCESSOR MOU NEGOTIATIONS

Notwithstanding Article 3:01 of the MOU, the City proposes to immediately commence labor negotiations related to the 2021-2022 fiscal year.

TOTAL COMPENSATION SURVEY

The parties recognize that the total compensation of bargaining unit members is below the median of comparable agencies. The Association is currently creating a compensation survey of all bargaining unit positions. The City agrees to work with the Association in good faith in reviewing and confirming the accuracy of data included within the compensation survey. Further, the parties agree to work in good faith to seek improvements to bargaining unit total compensation as City budget and financial condition allows.

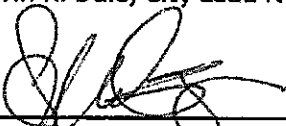
PARITY

In the event another employee group/bargaining unit receives a lower form of concessions regarding health benefit premium sharing, or a form of economic enhancements or other new benefits (excluding "in lieu" days), the City agrees to provide the same to the Turlock Firefighters. This parity clause is only applicable to the parties' 2020-2021 labor negotiations.

ON BEHALF OF THE CITY



Kevin R. Dale, City Lead Negotiator



Sarah Tamey Eddy, Team Member

ON BEHALF OF TURLOCK FIREFIGHTERS



Dan Koontz, Labor Representative



Chad Hackett, Association President

City Council Staff Report

March 23, 2021



From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Substantial Amendment to the Fiscal Year 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program to program CDBG Coronavirus (CDBG-CV) Round 1 and 3 funds and authorizing submittal to the United States Department of Housing and Urban Development (HUD); and authorizing the City Manager to execute all necessary documents

2. SYNOPSIS:

Adopting a resolution approving the amended FY 2020-2021 Annual Action Plan, authorizing submittal of the Annual Action Plan Amendment to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager to execute all necessary documents.

3. DISCUSSION OF ISSUE:

As a CDBG entitlement community (a city over 50,000 population), the City receives an annual allocation from the United States Department of Housing and Urban Development (HUD). These resources can be used to carry out a wide range of community development activities directed toward neighborhood revitalization, economic development, and community facilities and services with priority given to activities benefiting low- and moderate-income persons.

The City is responsible for identifying its own community needs and developing programs and priorities to address those needs through the Consolidated Planning process. In April 2019, the City approved the FY 2020-2021 Annual Action Plan to allocate resources to projects that address priority needs identified in the FY 2020-2024 Consolidated Plan.

The City's CDBG program priorities are as follows:

- Increase and Improve Supply of Affordable Housing
- Work to End and Prevent Homelessness
- Improve Infrastructure and Public Facilities
- Provide Public Services
- Community Emergency Response Program
- Program Administration

The City's supplemental allocation of \$262,416 in CDBG-CV funding is required to be used exclusively to support pandemic response and prioritized to benefit low- and moderate-income persons. For activities funded under the CARES Act, HUD has waived the 15% cap on public services. HUD has also granted the City a waiver to allow for a reduced five-day public comment period and for virtual public hearings when necessary due to public health reasons.

On May 12, 2020, the City Council conducted a noticed public hearing to consider priority needs. It was concluded that CDBG-CV funding should be allocated as efficiently as possible, with the goal of putting the resources to use in the shortest amount of time. Homeless services were identified as an urgent priority need, along with public services with emphasis on vulnerable populations including seniors. Testing and counseling were specifically cited as important components of the COVID-19 response.

Based on all of the information received or discovered, staff recommends the funding allocation be focused on services for the homeless, where the need has been shown to be greatest. Counseling and testing opportunities are somewhat available to other vulnerable populations but this is much less true for homeless. Because the need is greatest for the homeless populations, the suggested funding amounts include more for homeless services. Since other opportunities for assistance and support exist for other vulnerable populations, a lesser amount of funding is suggested. With this information, and mindful of the highest and most urgent need being to address the spread of COVID-19 in the homeless community, staff proposes the following funding allocations:

Funding Source	Previous Amount	New Amount	Change
HOME	\$1,363,238	\$1,425,743	(increase of \$62,505)
CDBG	\$657,574	\$657,474	(reduction of \$100)
CDBG - PI	\$510,000	\$1,360,000	(increase of \$850,000)
CDBG-CV	\$386,829	\$861,502	(increase of \$474,673)

The following COVID-19-related activities are proposed to be funded with the City's CDBG-CV funds and other funding revisions:

Project Name	CDBG-CV Program Administration
Goals Supported	Administration
Needs Addressed	Community Emergency Responses
Funding	CDBG-CV: \$ 172,300
Description	Administration (Matrix code: 21A General Program Administration, National Objective: N/A, Regulatory Citation: 570.205)
Target Date	06/30/21
Estimated the number and type of families that will benefit from the activity	N/A
Location Description	City of Turlock
Project Name	Renter/Homeowner Assistance
Goals Supported	Community Emergency Responses
Needs Addressed	Community Emergency Responses
Funding	CDBG-CV: \$ 689,202
Description	Provide housing stability and prevent families and individuals from losing their homes due to the economic hardship caused by the COVID-19 pandemic. This program would provide rent/mortgage/utility assistance to Turlock families for a maximum of six months on a one-time basis to prevent eviction, foreclosure and homelessness to families affected by COVID-19. (Matrix Code: 05Q Subsistence Payments, National Objective: 24 CFR 570.207(b)(4) and 570.482(c)(2) Low/Mod Limited Clientele Benefit (LMC).
Target Date	06/30/21
Estimated the number and type of families that will benefit from the activity	192 individuals/64 households
Project Name	P/S We Care Program-Turlock (CDBG) 2020-2021
Goals Supported	Provide Public Services
Needs Addressed	Public Services
Funding	CDBG: \$ 50,000 (was increased from \$20,000)
Description	The We Care Program serves chronically homeless men over the age of 18. The shelter has the capacity to shelter 49 men a night. The shelter provides a safe and stable environment for individuals who would otherwise be sleeping on the street or in places not meant for human habitation. (Matrix code: 05Z Other Public Services, National Objective: LM, Regulatory Citation: 570.201(e))
Target Date	06/30/21
Estimated the number and type of families that will benefit from the activity	330 individuals
Location Description	City of Turlock
Project Name	P/S United Samaritan Foundation-Food Box (CDBG) 2020-2021

Goals Supported	Provide Public Services
Needs Addressed	Public Services
Funding	CDBG: \$ 45,000 (was increased from \$20,000)
Description	The food box program provides food assistance to income eligible individuals and families in Turlock who are experiencing food insecurity and lack sufficient quantities of food. Food Boxes are distributed on the last Tuesday and Friday of every month. Homeless individuals are eligible for a food box every month. Each box is filled with ample provisions to feed every person in the family three meals a day for three days. (Matrix code: 05Z Other Public Services, National Objective: LMC, Regulatory Citation: 570.201(e))
Target Date	06/30/21
Estimated the number and type of families that will benefit from the activity	1,000 people/700 Households
Location Description	City of Turlock
Project Name	First Time Home Buyer Loans (CDBG) 2020-2021
Goals Supported	Increase and Improve Supply of Affordable Housing
Needs Addressed	Affordable Housing
Funding	CDBG: \$ 145,000 (was \$200,000)
Description	Down payment assistance program for first time home buyers. Funds will be provided to income eligible clients for the purchase of their first home. Funds can be used for down payment and or closing costs associated with the loan. (Matrix code: 13B Homeownership Assistance, National Objective: LMH, Regulatory Citation: 570.201(n))
Target Date	06/30/21
Estimated the number and type of families that will benefit from the activity	4 Households
Location Description	City of Turlock
Project Name	Public Improvement (CDBG) 2020-2021
Goals Supported	Improve Infrastructure and Public facilities
Needs Addressed	Public Infrastructure and Facility Improvement
Funding	CDBG: \$ 400,000 (was increased from \$200,000)
Description	Substantial rehabilitation work and/or tear down of existing homeless shelter dining hall. (Matrix code: 03C Homeless Facilities-not operating costs, National Objective: LMC, Regulatory Citation: 570.201(c))
Target Date	06/30/21
Estimated the number and type of families that will benefit from the activity	1 Facility
Location Description	City of Turlock
Project Name	Affordable Housing Development
Goals Supported	Increase and Improve Supply of Affordable Housing
Needs Addressed	Affordable Housing
Funding	CDBG: \$ 934,900 (was increased from 300,000)

Description	Acquisition and or rehabilitation of real property of affordable housing. Property will be acquired and rehabilitated to meet basic housing standards. Acquisition of this property will help increase and maintain the affordable housing stock in Turlock. (Matrix code: 01 Acquisition of Real Property, National Objective: LMH, Regulatory Citation: 570.201)
Target Date	06/30/21
Estimated the number and type of families that will benefit from the activity	2 Families/Households
Location Description	City of Turlock

The above activities and funding amounts will be revised as needed in the Annual Action Plan.

4. BASIS FOR RECOMMENDATION:

- A. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; **42 U.S.C.-530.1** et seq. Part §570.903 requires units of local government who are considered an entitlement jurisdiction to follow the prescribed guidance on amending existing Consolidated and Annual Action Plan documents.
- B. This amendment is to address new funding from the CDBG-CARES funding as well as re-program unanticipated program income.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment: There is no impact to the City's General Fund. Federal CDBG funds, which come from the U.S. Department of Housing and Urban Development (HUD), allow the City of Turlock to provide programs and projects that benefit low- and moderate-income people and eliminate slum and blight. The City of Turlock received a direct grant of \$386,829 in CDBG CV1 funding for FY 2019-20, as well as \$474,673 in CDBG CV3 grant funds from HUD to address the impacts of the COVID-19 pandemic.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION

Environmental Review (NEPA) has been completed on a program level as provided for in 24CFR Part 58, Section 58.32. Specifically, all activities contained in the Annual Action Plan are either categorically exempt (58.34) or categorically excluded for such activities as operating costs, direct grant assistance to families and Economic

development activities. CEQA review has also been completed and it is categorically exempt.

8. ALTERNATIVES:

- A. Do not submit the Annual Action Plan amendment to HUD. Without the certification and submission of these documents to HUD, the City of Turlock would not receive further funding to provide housing programs to the community. This alternative is not recommended as there continues to be a growing need to collaborate to provide affordable housing options along the whole housing continuum; from emergency homeless shelter to homeownership.

- B. The Council could choose to alter the recommended funding or the types of activities. This alternative is not recommended as the funding strategies have been derived through a public participation process that is required by HUD.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A } RESOLUTION NO. 2021-
SUBSTANTIAL AMENDMENT TO THE FISCAL }
YEAR 2020-2021 ANNUAL ACTION PLAN FOR }
THE COMMUNITY DEVELOPMENT BLOCK }
GRANT (CDBG) PROGRAM TO PROGRAM }
CDBG CORONAVIRUS (CDBG-CV) ROUND }
1 AND 3 FUNDS AND AUTHORIZING }
SUBMITTAL TO THE UNITED STATES }
DEPARTMENT OF HOUSING AND URBAN }
URBAN DEVELOPMENT (HUD); AND }
AUTHORIZING THE CITY MANAGER TO }
EXECUTE ALL NECESSARY RELATED }
DOCUMENTS }
_____ }

WHEREAS, the City of Turlock is an entitlement City in accordance with the regulations of the Community Development Block Grant (CDBG) Program Guidelines established by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Turlock has prepared a four-year Consolidated Plan for Community Development which establishes funding priorities for the CDBG and HOME programs for the period July 1, 2020 to June 30, 2024; and

WHEREAS, on April 23, 2019, the City Council adopted a resolution approving the FY 2020-2021 Annual Action Plan for HUD funding programs, allocating a total of \$413,091 in new funding and \$24,000 of prior year funding to eligible projects and programs; and

WHEREAS, the City of Turlock has received a supplemental grant of \$262,416 in Coronavirus Air, Relief, and Economic Security (CARES) funding to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, the City received public comment from March 10, 2021 to March 23, 2021, with published notification, to ensure adequate opportunity for public participation in the programming of the supplemental CDBG-CV funding; and

WHEREAS, for activities funded under the CARES Act, HUD has waived the 15% cap on public services and has granted the City a waiver to allow for a reduced five-day public comment period and for virtual public hearings when necessary due to public health reasons; and

WHEREAS, the City will incorporate public comments received into the final submission of said Plan.

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

1. Find that the foregoing facts and determinations are true and hereby made a part hereof.

2. Approve a substantial amendment to the Annual Action Plan for FY 2020-2021.

3. Authorize the allocation and submission of the substantial amendment to the Annual Action Plan for FY 2020-2021 to HUD with the required certifications, applications, and agreements for the full implementation of the activities funded under the Plan.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report
March 23, 2021



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

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

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 5 with Carollo Engineers of Walnut Creek, California, in the amount of \$1,896,809 (Non-General Fund - Fund 420) bringing the contract total to \$5,142,559, for professional engineering design services for City Project No. 18-69 "Surface Water Distribution System Improvements"

Motion: Approving Amendment No. 1 with Horizon Water and Environment, LLC of Oakland, California, in the amount of \$29,440 (Non-General Fund - Fund 420) bringing the contract total to \$100,281, for professional environmental services and biological monitoring during construction of City Project No. 18-69 "Surface Water Distribution System Improvements"

Resolution: Appropriating \$1,926,000 to account number 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities" from Fund 420 "Water" unassigned reserves for professional design services and environmental services and biological monitoring during construction of City Project No. 18-69 "Surface Water Distribution System Improvements"

2. SYNOPSIS:

These actions approve an amendment for engineering design and an amendment for environmental services and biological monitoring during construction and appropriate necessary funds for City Project No. 18-69 "Surface Water Distribution System Improvements."

3. DISCUSSION OF ISSUE:

AMENDMENT NO. 5 – CAROLLO ENGINEERS

As members of the Stanislaus Regional Water Authority (SRWA), the City of Turlock and the City of Ceres have been working with the Turlock Irrigation District (TID) to develop a Regional Surface Water Supply Project (RSWSP) which, when completed, will produce raw water for TID and treated water for use by the cities. In June 2020, both the City of Turlock and the SRWA Board voted to move forward with the RSWSP which will include design and construction of treatment and conveyance facilities providing 15 million gallons of treated drinking water per day (10 MGD for Turlock, 5 MGD for Ceres).

On December 11, 2018, the City Council approved an agreement with Carollo Engineers to provide preliminary design services for City Project No. 18-69 "Surface Water Distribution System Improvements." Carollo Engineers continues to work on the design of City Project No. 18-69 "Surface Water Distribution System Improvements." Design work is 75% complete and it is anticipated that 100% of the approved plans and specifications will be ready in June 2021. The project scope includes:

- Large diameter pipelines up to 54 inches in diameter
- A concrete reservoir with a volume of 2.3 million gallons
- Booster pump station housed in a building
- Three (3) pressure reducing valves at the connection points to City's existing distribution system
- Emergency diesel-fired generator
- Overflow basin

The pump station and reservoir were originally planned to be located along the eastern edge of the project site located at 3500 N. Quincy Road (see Exhibit A). Improvements were planned as located in Exhibit A due to City staff's understanding of the property owner's intent to develop the frontage of the remainder parcel adjacent to N. Quincy Road. An offer for purchase was transmitted to the property owner in Fall of 2020 to acquire 7.426 acres of the total 19.09 acre parcel to accommodate the City's proposed facilities. During the course of property acquisition communications, City staff learned that the property owner is open to receiving an offer for the purchase of the entire 19.09 acre parcel. While the improvements included with the City's project only requires about 8 acres, if the City purchased the entire property, the improvements could be shifted west and closer to N. Quincy Road (See Exhibit B), which would provide the following project cost savings:

- Decrease length of utility corridor consisting of large diameter pipelines carrying treated surface water to and from the site, as well as storm drain pipe, electrical feeder, and fiber optic communication cable
- Decrease length of paved access road to the site

- Avoid replacement of 36-inch diameter irrigation pipe and related control valves and structures owned by TID along the eastern and southeastern borders of the site

The shifting of improvements closer to N. Quincy Road as shown in Exhibit B increases property acquisition costs and requires additional work to redesign the site. However, the cost savings related to the advantages identified in the bulleted list above outweigh the additional costs, resulting in a net project savings for the City. Additionally, purchasing the entire site provides additional land that may be leased, sold, or developed by the City in the future should the need arise.

Property acquisition negotiations are ongoing. However, due to the need to adhere as closely to the original project schedule as possible and provide bid-ready plans and specifications by June 2021, an amendment is needed to be approved with Carollo Engineers to update the design to shift the improvements closer to N. Quincy Road as described above and as shown in Exhibit B. Amendment No. 5 includes, in part, the following design activities related to shifting the design of improvements to the west in the amount of \$370,677:

- Additional project management and coordination with the City and SRWA
- Schedule and cost estimate update
- Additional topographic survey
- Additional soil borings and geotechnical investigation
- Design activities related to hydraulics, grading, electrical, and landscape design

In addition to the extra design activities related to shifting the design of improvements to the west, Amendment No. 5 also includes other activities necessary for the programming and implementation of Supervisory Control and Data Acquisition (SCADA). On September 22, 2020, Council approved Amendment No. 3 with Carollo Engineers. Amendment No. 3 included the following tasks:

- SCADA System Standards and Implementation Plan - This task includes the development of SCADA design standards, programming standards, and a SCADA system implementation migration plan. Standards include system architecture, remote site communication, control system hardware, equipment tagging, equipment local and remote control, and control panel component and wiring.
- SCADA Screen Development - Staff interact with SCADA through Human Machine Interface (HMI). The HMI consists of pre-programmed screens viewed on a monitor. This task includes the

development of SCADA screens to be implemented on this and future projects for purposes of standardization.

As part of the SCADA standards development included in Amendment No. 3, Carollo Engineers worked with City staff to analyze its current SCADA platform and identify areas of improvement in developing new SCADA standards. This evaluation reviewed the city's current platform consisting of HSQ Technology (HSQ) hardware and software for control at the Regional Water Quality Control Facility (RWQCF), remote stormwater, wastewater, and potable water sites. This system also records all data in the system, alerts staff to alarm conditions, and allows staff to remotely control and monitor critical equipment. The HSQ SCADA system is a proprietary system comprised of tightly integrated software and hardware components. The proprietary nature of the system software and hardware cannot effectively be separated, as opposed to an open integrated system. Program modifications and maintenance of the HSQ system require specifically trained in-house staff or HSQ to make changes, eliminating market competition where open systems can be serviced by many instrumentation and control systems contractors.

Based on experience with proprietary systems throughout the United States and a review of the City's current SCADA system and future needs, City staff and Carollo Engineers determined that the HSQ system is not a viable, sustainable system and that a transition to a system that utilizes open source technology provides competitive and sustainable options. Proprietary SCADA systems continue to lose market share throughout the United States utility sector in favor of open software systems running on Microsoft operating systems. While the HSQ system was originally built upon a solid platform that still functions well, there are newer technologies available that would provide technical and operational advantages to the City and which would allow for competitive pricing from other instrumentation and control systems contractors.

The City has several water infrastructure projects currently in development, including City Project No. 18-69 "Surface Water Distribution System Improvements," City Project No. 20-009 "Well 38 Arsenic Mitigation and ICF Treatment," and City Project No. 20-027 "City Wide Chlorination." As these projects all require SCADA implementation now is an ideal time to transition to a non-proprietary SCADA system. Should the City decide to update the existing proprietary system, all of the of the hardware and software will need to be replaced and reprogrammed to align with the Cities new SCADA standards. While the SCADA standards development is necessary to assure continuity from project to project, the work performed by Carollo Engineers under Amendment No. 3 does not include the actual programming and implementation efforts needed to implement the new, non-proprietary SCADA platform.

The City has received proposals from Carollo Engineers to perform SCADA programming and implementation, all of which are combined into the proposed Amendment No. 5 scope, and which costs are separately identified in the table below:

Project / Location	SCADA Programming / Implementation	Estimated Construction Cost
City Project No. 20-027 "City Wide Chlorination"	\$ 659,376	\$ 4,707,600
City Project No. 20-009 "Well 38 Arsenic Mitigation and ICF Treatment"	\$ 186,901	\$ 5,992,299
City Project No. 18-69 "Surface Water Distribution System Improvements"	\$ 271,138	\$ 36,000,000
Master Control SCADA Center	\$ 408,717	N/A
Total	\$ 1,526,132	\$ 46,699,899

The Master Control SCADA Center included in the table above is to be located at the RWQCF and is required to implement the new SCADA system and will communicate with remote sites through a combination of fiber optic and radio technology. While the costs for SCADA programming and implementation as shown in the table above are considerable, staff estimates the implementation of a new state of the art SCADA system will cost roughly the same amount of the programming and implementation costs that would be necessary if the City were to continue with the existing HSQ SCADA platform based on recent past projects completed by HSQ for the City of Turlock, the City of Modesto, and other agencies.

The SCADA implementation scope of work includes, in general terms the following:

- Programming Investigations
- Software and related equipment procurement
- Programmable Logic Controller (PLC) code development
- Software testing
- Factory acceptance testing
- Onsite installation, testing, startup, commissioning
- Training

Carollo Engineers Amendment History:

	Council Approval	Scope	Amount
Original Agreement	December 11, 2018	Preliminary design	\$ 479,086
Amendment No. 1	June 23, 2020	Final design	\$ 2,199,486
Amendment No. 2	August 11, 2020	WaterSMART grant application	\$ 32,664
Amendment No. 3	September 22, 2020	SCADA standards	\$ 159,940
Amendment No. 4	November 10, 2020	Long lead equipment procurement support	\$ 374,574
Amendment No. 5	March 23, 2021	Update design to shift improvements west, SCADA programming and implementation	\$ 1,896,809
TOTAL			\$ 5,142,559

AMENDMENT NO. 1 – HORIZON WATER & ENVIRONMENT

The City approved an agreement with Horizon Water & Environment on January 26, 2021, for biological monitoring services, air quality analysis, noise mitigation, and general support and assistance with complying with all environmental requirements for the project. The Environmental Impact Report (EIR) for the project identifies avoidance and mitigation requirements for impacts on nesting birds such as Swainson’s Hawk, Red Tailed Hawk, White-tailed Kite, and Burrowing Owl.

The scope of the original contract with Horizon Water & Environment includes one round of biological surveys after the construction contract has been awarded and just prior to construction commencing. Should Swainson’s Hawk, Red Tailed Hawk, White-tailed Kite, or Burrowing Owl be observed near construction areas, construction would be limited to areas outside of established “no work” buffers. “No work” buffers can range from a few hundred feet to a half-mile radius for Swainson’s Hawk and White-tailed Kite per established EIR requirements. City staff desire to mitigate the schedule risk and project cost associated with a “no work” buffer that may be needed due to nesting birds. One way to mitigate the City’s risk is to provide a base line of biological resources to contractors for bidding purposes. This approach requires additional biological surveys and mapping during the nesting season prior to construction beginning. With this additional data, bidders may be instructed to assume that nests noted as being active in the previous season will be active in the next season when construction commences and that they must consider and include the schedule and cost implications of complying with identified “no work” buffers in the original contract amount. This approach was successfully utilized for City Project No.

17-22 “North Valley Regional Recycled Water Program – Turlock Component,” and although there was an increase in nesting bird activity for that project, much of the risk was successfully avoided as the project team worked with the California Department of Fish and Wildlife to obtain an Incidental Take Permit for Swainson’s Hawks to drastically reduce the “no work buffer” and allow construction work to continue without delay.

Staff requests approval of Amendment No. 1 to include additional biological surveys to provide a base line of biological resources to be included in the bid documents to be advertised for construction in June of 2021.

Horizon Water & Environment Amendment History:

	Council Approval	Scope	Amount
Original Agreement	January 26, 2021	Biological Monitoring Services During Construction, Bid Document Review, General assistance in complying with EIR	\$ 70,841
Amendment No. 1	March 23, 2021	Additional biological surveys to provide a base line of biological resources to be included in the bid documents	\$ 29,440
TOTAL			\$ 100,281

4. BASIS FOR RECOMMENDATION:

- A. The tasks included with Carollo Engineers' Amendment No. 5 are necessary to update the design to shift improvements closer to N. Quincy Road in order to achieve net project savings due to reducing utility corridor and paved access road quantities and eliminating need for replacement of TID irrigation facilities, as well as provide programming and implementation measures to utilize a new, non-proprietary SCADA platform for City Project No. 18-69 “Surface Water Distribution System Improvements,” City Project No. 20-009 “Well 38 Arsenic Mitigation and ICF Treatment,” City Project No. 20-027 “City Wide Chlorination” and provide a master control center, necessary for the new SCADA platform, to be located at the Turlock Regional Water Quality Control Facility (TRWQCF). Carollo Engineers prepared the SCADA master plan for transitioning from a proprietary platform to a non-proprietary SCADA platform and are best positioned to meet the technical requirements and complete the necessary work prior to completion of the City’s facilities to allow for automatic control and monitoring without operational delay.

- B. Approval of Horizon Water & Environment’s Amendment No. 1 will provide additional biological surveys to provide a base line of biological resources to be

included in the contract bid documents to mitigate the City's risk for schedule and cost impacts due to nesting birds.

C. Per Turlock Municipal Code Section 2-7-08(e), the City Council must approve contracts for professional consulting services when the amount exceeds \$50,000.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund Monies will be used for this project.

Contract amounts, estimated expenses, and appropriations in the project account number 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities" appears below:

Carollo Engineers Amended Contract Total, including Amendment No. 5	\$ 5,142,559
Estimated City Engineering costs in FY 2020-21	\$ 150,000
Horizon Water & Environment Amended Contract Total, Including Amendment No. 1	\$ 100,281
Less payments made to Carollo Engineer prior to FY 2020-21	(\$ 435,911)
Less FY 20-21 Budget Opening Balance - 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities"	(\$ 2,427,000)
Less appropriation authorized for Carollo Engineers' Amendment No. 3 on September 22, 2020	(\$ 159,000)
Less appropriation authorized for Carollo Engineers' Amendment No. 4 on November 10, 2020	(\$ 374,000)
Less appropriation authorized for Horizon's Agreement on January 26, 2021	(\$ 71,000)
Total / Funding Shortfall	\$ 1,925,929

Appropriation Amount	\$ 1,926,000
-----------------------------	---------------------

Staff requests an appropriation of \$1,926,000 to the project account number 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities" from Fund 420 "Water" unassigned reserves to provide funds necessary for Carollo Engineers' Amendment No. 5 and Horizon Water & Environment's Amendment No. 1.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The SRWA surface water project includes a complete environmental assessment, including a Final Environmental Impact Report not only for the RSWSP, but also for the City's local distribution facilities. SRWA is the lead agency as concerns CEQA for this project and will complete the necessary CEQA action for the shifting of improvements to the west on the City's future terminal tank site. Additionally, SCADA programming and implementation involves professional design and does not involve construction of new facilities. Therefore, no additional environmental determination is needed at this time.

8. ALTERNATIVES:

- A. Council could choose to deny Amendment No. 5 to the agreement with Carollo Engineers. Staff does not recommend this alternative, as updating the design to shift improvements closer to N. Quincy Road provides several advantages, including reducing utility corridor and paved access road quantities and eliminating need for replacement of TID irrigation facilities, resulting in a net project savings for the City. Additionally, Staff believe that inclusion of SCADA programming and implementation tasks via Amendment No. 5 with Carollo Engineers is the best option, as Carollo Engineers prepared the SCADA master plan for transitioning from a proprietary platform to a non-proprietary SCADA platform and are best positioned to meet the technical requirements and complete the necessary work prior to completion of the City's facilities to allow for automatic control and monitoring without operational delay.

- B. Council could choose to deny Amendment No. 1 to the agreement with Horizon Water & Environment. Staff does not recommend this alternative, as the additional biological monitoring surveys and reporting included in the scope of the amendment will help mitigate risk to the City by providing a base line of biological resources that the contractor must be aware of consider in their bid price.

Project Location Map

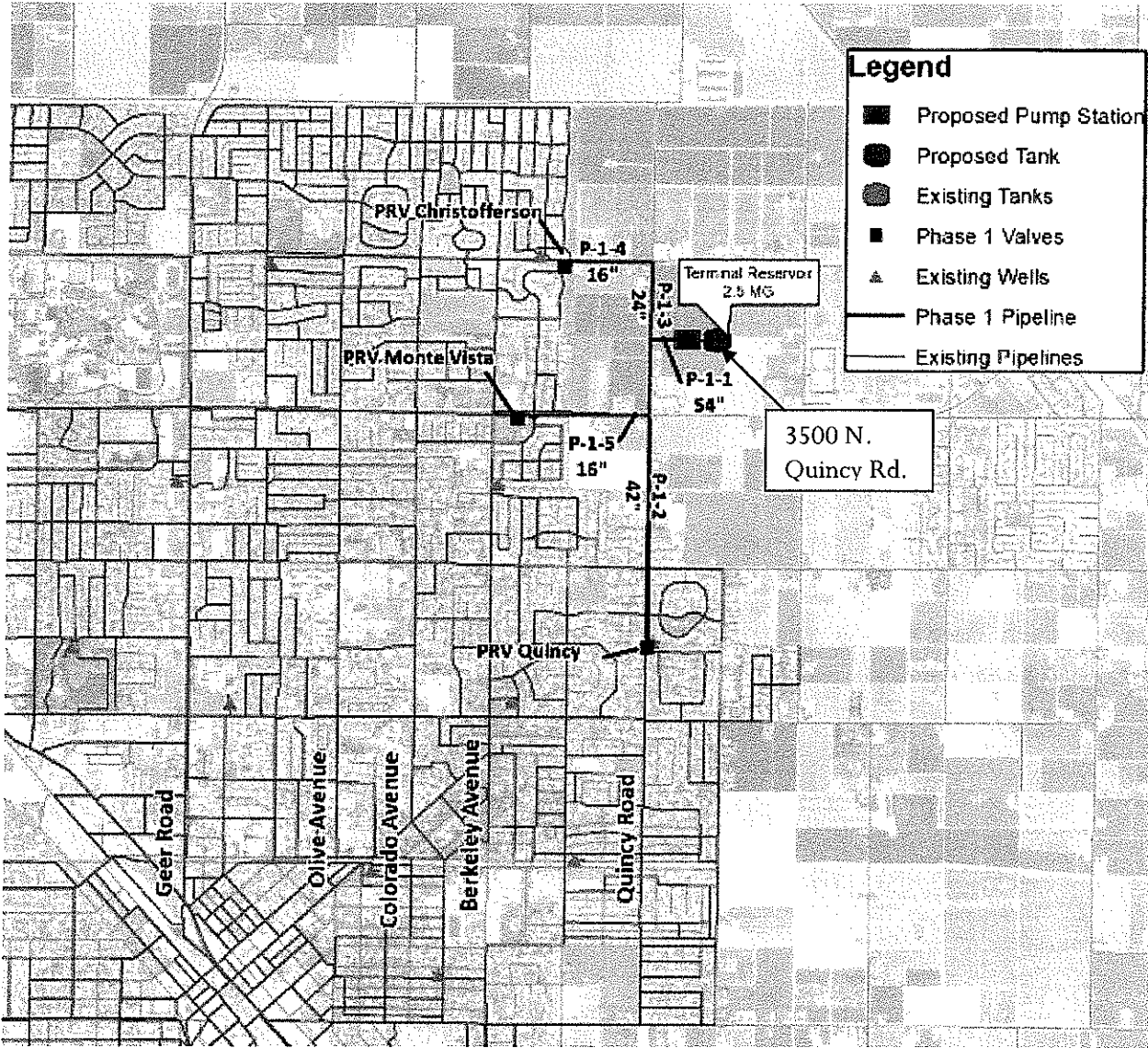


Exhibit A

SOIL BORING LOCATIONS			
NO.	EASTING	NORTHING	POINT ELEVATION
B01	446044.237	201211.207	113.477
B02	446029.217	201214.924	114.257
B04	446029.217	201216.922	114.215

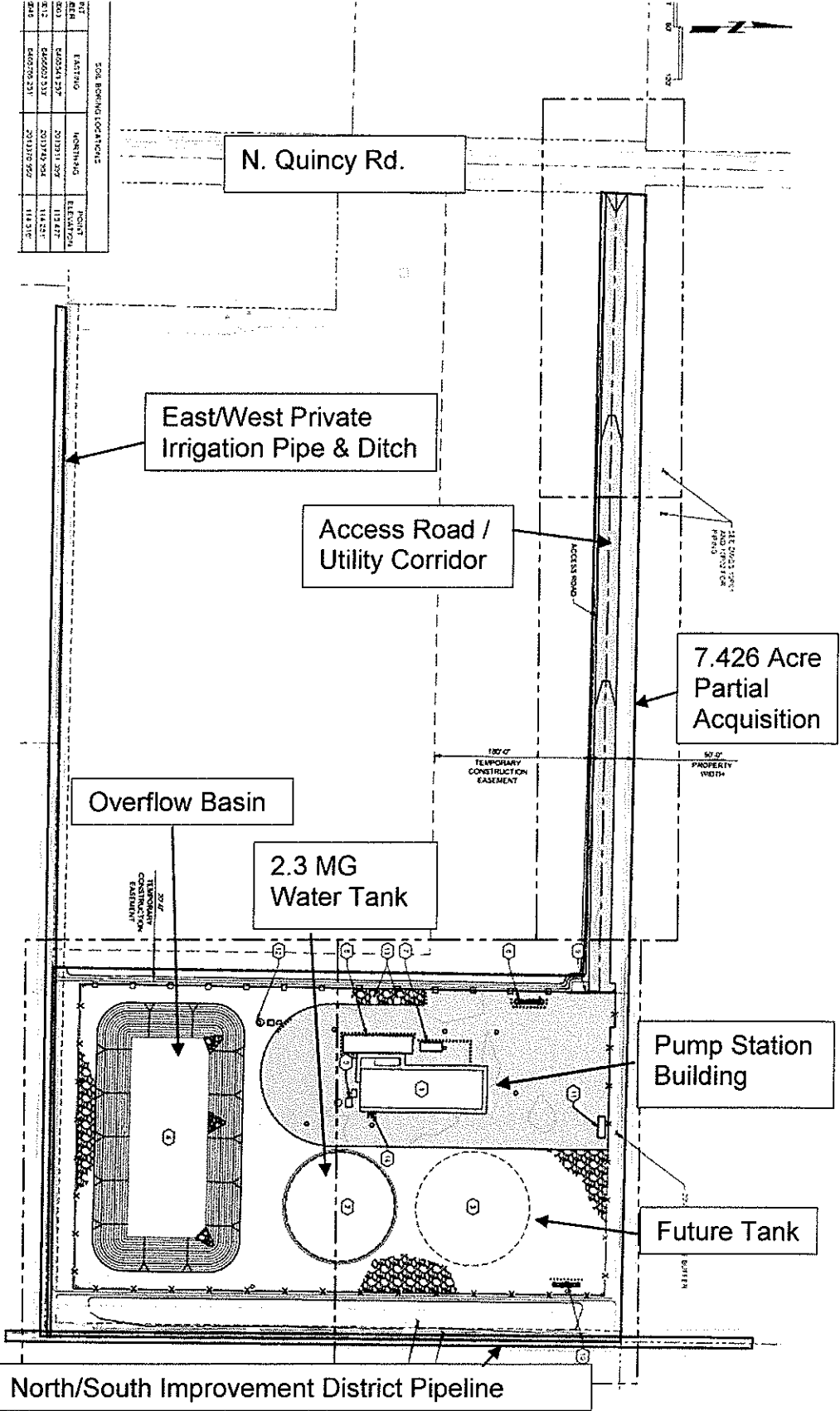
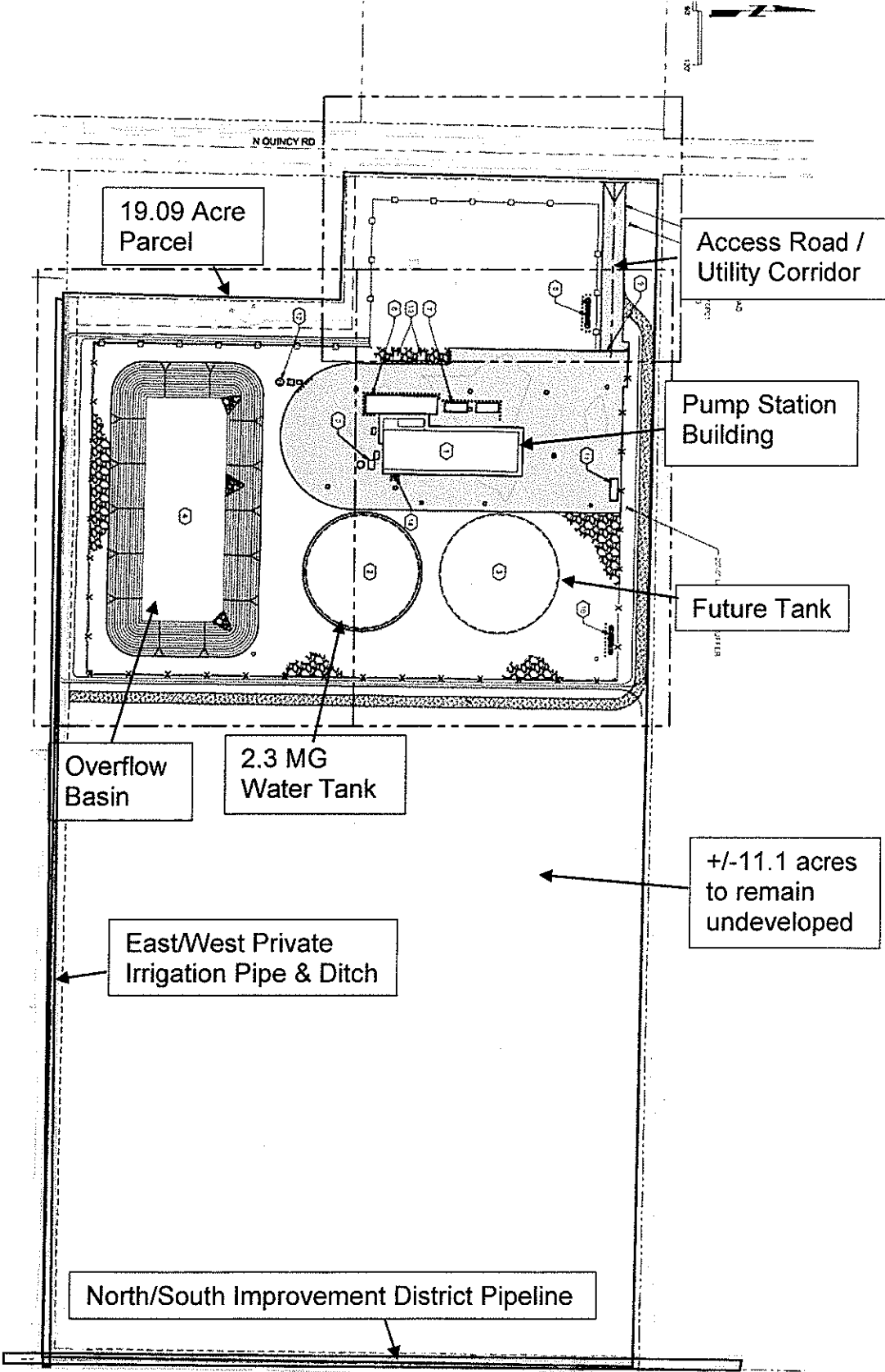


Exhibit B





AMENDMENT NO. 5
to the
Agreement between the
CITY OF TURLOCK
and
CAROLLO ENGINEERS, INC.
For
SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENTS
CITY PROJECT NO. 18-69
CONTRACT NO. 2019-37

THIS AMENDMENT NO. 5, dated March 23, 2021, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California (hereinafter "CITY") and **CAROLLO ENGINEERS, INC.**, a Delaware corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are hereinafter referred to collectively as the "Parties."

WHEREAS, the Parties hereto previously entered into an Agreement dated December 11, 2018, whereby CONSULTANT will perform design services (hereinafter the "Agreement"); and

WHEREAS, on June 23, 2020, the Parties entered into Amendment No. 1 to the Agreement dated December 11, 2018, whereby CONSULTANT was to perform additional work in accordance with Exhibit C to Amendment No. 1; and

WHEREAS, on August 11, 2020, the Parties entered into Amendment No. 2 to the Agreement dated December 11, 2018, whereby CONSULTANT was to perform additional work in accordance with Exhibit D to Amendment No. 2; and

WHEREAS, on September 22, 2020, the Parties entered into Amendment No. 3 to the Agreement dated December 11, 2018, whereby CONSULTANT was to perform additional work in accordance with Exhibit E to Amendment No. 3; and

WHEREAS, on November 10, 2020, the Parties entered into Amendment No. 4 to the Agreement dated December 11, 2018, whereby CONSULTANT was to perform additional work in accordance with Exhibit F to Amendment No. 4.

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

1. Paragraph 1 is amended as follows:

1. SCOPE OF WORK: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to complete the original scope of services attached as Exhibits A and B to the Agreement.

In addition to the Scope of Work attached as Exhibits A and B to the Agreement, CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in Amendment No. 1 as Exhibit C, Amendment No. 2 as Exhibit D, Amendment No. 3 as Exhibit E, Amendment No. 4 as Exhibit F, and the added scope of services attached to this Amendment No. 5 as Exhibit G, which are necessary and required to provide additional services, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5.

2. The first paragraph of Paragraph 4 is amended as follows:

4. COMPENSATION: CITY agrees to pay CONSULTANT additional compensation in the amount of One Million Eight Hundred Ninety-Six Thousand Eight Hundred Nine and No/100^{ths} Dollars (\$1,896,809.00) in accordance with Exhibit G attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5 shall not exceed Five Million One Hundred Forty-Two Thousand Five Hundred Fifty-Nine and No/100^{ths} Dollars (\$5,142,559.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5. CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

[Signatures on Following Page]

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

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Gary R. Hampton, Acting City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

**CAROLLO ENGINEERS, INC.,
a Delaware corporation**

By: _____

Title: _____

Print name: _____

Date: _____

**EXHIBIT G TO CITY AGREEMENT
(PART 1 OF 5)**

**EXHIBIT A
SCOPE OF WORK**

**SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT
TANK AND PUMP STATION SITE LOCATION ADJUSTMENT**

Project Background

The City of Turlock's (City) Surface Water Distribution System Improvements Project (Project) includes a new storage tank, booster pump station, and improvements to the City's potable water distribution system to deliver treated surface water from the Regional Surface Water Supply Project (RSWSP) to customers. The project includes a 2.5 million gallon (MG) water storage tank (Terminal Tank), a 12.0 million gallons per day (mgd) booster pump station, three (3) pressure reducing stations, and approximately 12,000 linear feet of 16-inch to 54-inch diameter water transmission pipelines. The improvements will increase the emergency, operational, fire flow, and potable water storage capacity in the City's system.

Carollo submitted the 75% design drawings and specifications for the Project in December 2020. The 75% design is based on locating the tank and pump station on the eastern side of the property as shown in Exhibit C, which is consistent with the preliminary design. The City is working with the property owner to purchase property for the tank and pump station site. The property owner recently responded to the City stating they may be willing to sell the property if the City purchases the full project site.

The City is considering moving forward with purchasing the full site. Purchasing the full site and shifting the tank and pump station west provides the following benefits:

- The 75% design includes replacing the irrigation pipelines along the eastern property boundary and constructing new irrigation control structures because facilities were located near the pipelines. Shifting the site away from the existing irrigation pipelines reduces the project cost because the improvements are no longer required.
- The cost of the access road is reduced because the roadway is shorter.
- The cost of the City and SRWA large diameter pipelines entering/exiting is reduced because the pipelines are shorter.

This amendment includes the additional program management, field investigations, and final design services to shift the tank and pump station to the revised location shown in Exhibit C.

General Assumptions:

This scope of work is based on the following general assumptions. Additional assumptions are listed in each task:

- The tank and pump station site will be shifted to the approximate location shown in Exhibit C. Carollo will update the contract documents for the updated location.
- The 95% submittal and 100% submittal will be extended up to one (1) month to allow time to update the Project design drawings.

Scope of Work

Task 1: Additional Program Management

Task 1.5 - Project Administration

The Consultant (Carollo) will provide project administration and management necessary to perform planning, execution, monitoring, and reporting of the project elements. Carollo will submit monthly invoices summarizing the work performed that month, the current percent complete, and percent spent of the budget.

Task 1.6 - Coordination with SRWA and Other Consultants/Entities

Carollo will prepare for and attend two meetings with the SRWA design build team, other consultants, and/or other agencies as required to coordinate the project site change. Carollo will prepare meeting minutes for the review meetings.

Task 1.7 - Project Schedule Update

Carollo will update the project design schedule to account for the shifting the site.

Task 1 – Deliverables:

- Monthly progress reports.
- Workshops and coordination meetings.
- Meeting agendas and minutes.
- Schedule and updates.

Task 1 – Assumptions:

- The site shift will extend the design project schedule by one month. Refer to Exhibit D for the updated schedule.
- Carollo will two (2) additional coordination meetings with SRWA's design build team and/or other consultants.

Task 3: Additional Field Investigations

Task 3.5 – Additional Topographic Survey

Carollo's surveying sub-consultant, O'Dell Engineering (O'Dell), will perform additional spot checks of the topographic survey for the revised site location. The topographic survey will include ground elevations and surface features, underground utilities, and above ground utilities. O'Dell will also provide revised plat and legal description of the full site property acquisition.

Task 3.6 – Additional Geotechnical Investigation

Carollo's geotechnical sub-consultant, Crawford and Associates (Crawford), will update the geotechnical engineering field investigation and report for the revised site location. The geotechnical investigation will include drilling, logging, sampling, and laboratory testing for the tank and pump station building and percolation tests at the storm water detention basin.

Crawford will also update the Draft and Final geotechnical engineering report for tank and pump station site.

Task 3 Deliverables:

- Updated topographic survey of the pump station and tank site in PDF and AutoCAD format.
- Updated plat and legal documents for the revised tank and pump station location.
- Geotechnical borings at the revised tank and pump station locations.
- Draft and Final Geotechnical Report.

Task 3 Assumptions:

- The topographic survey base file will be developed in AutoCAD and incorporated in the design drawings.
- Crawford will perform three borings at the tank and booster pump station site to depths ranging from 35 – 85 feet below ground surface.
- Crawford will perform two percolation tests at the revised overflow basin location.

Task 5: Additional Final Design

Task 5.5 – 95% Design Drawing Update

Carollo will update the 95 percent (95%) plans, specifications, and cost estimates and redesign the site to shift the pump station west as shown in Exhibit C. Carollo will conduct a review meeting after the 95% submittal and will incorporate City comments into the subsequent submittal. Carollo will provide a response to comments from the City with each subsequent submittal.

Task 5.6 – Cost Estimate Update

Carollo will update the project cost estimate to account for the revised site location, provide a summary of cost reductions for shifting the site west, and provide a list of potential value engineering design revisions that could reduce the project cost.

Task 5.7 – Updated Landscaping Design

Carollo's landscape architect sub-consultant, Siegfried Engineering (Siegfried), will provide revised landscape architecture plans and revise the irrigation model developed for the 75% design for the new project site, especially the frontage to Quincy Road. Siegfried's design updates will be incorporated into the design drawings.

Task 5.8 – Updated Hydraulic Surge Analysis

Carollo's hydraulic surge sub-consultant, Northwest Hydraulics (Northwest), will revise the hydraulic surge analysis model for the new site location and shortened section of 54-inch diameter pipeline to/from Quincy Road and provided updated surge protection recommendations. Siegfried's model updates will be incorporated into the surge analysis report and surge tank sizing recommendations.

Task 5.9 – Constructability Review

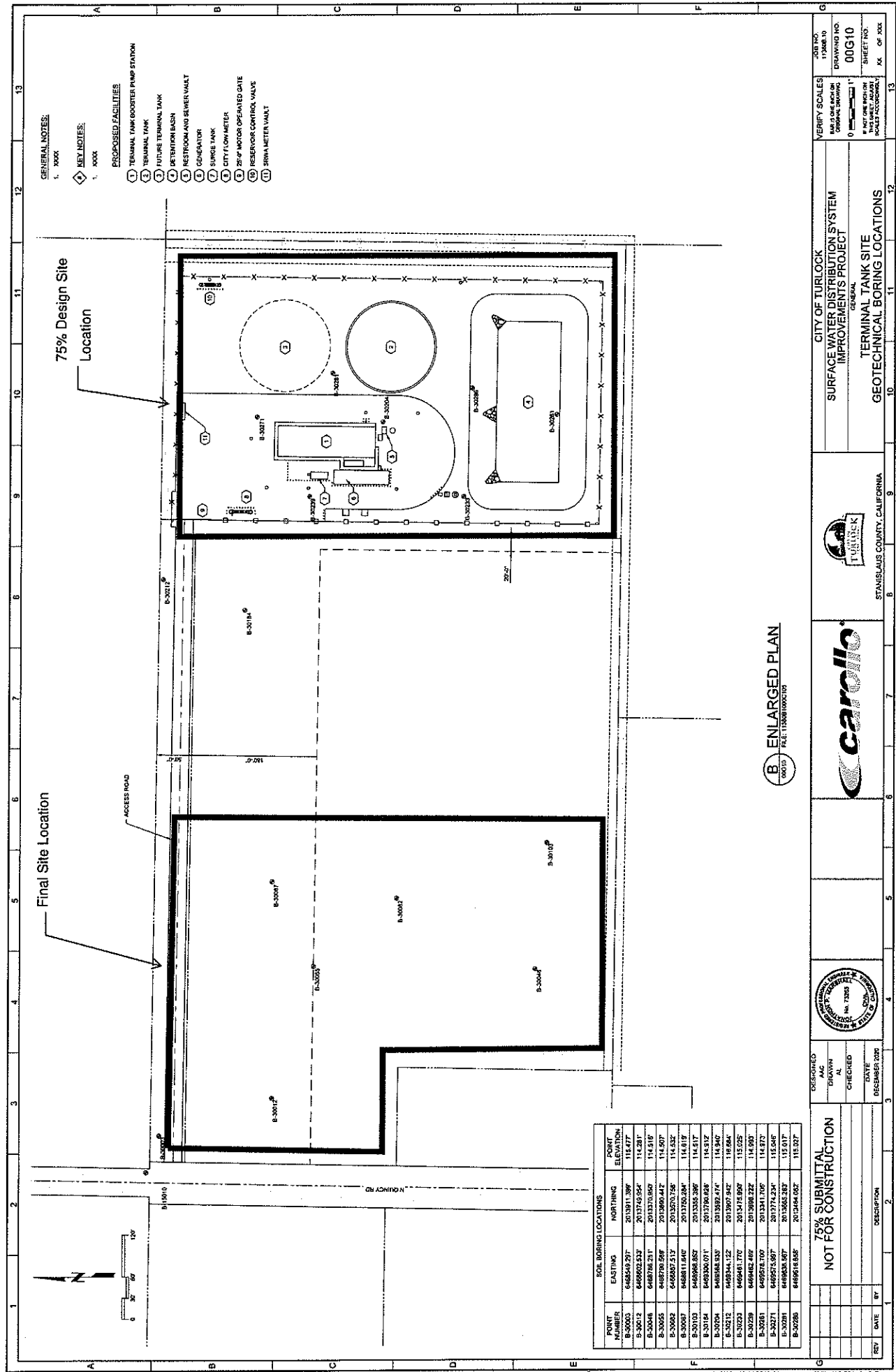
Carollo's constructability review sub-consultant, Ewing Construction Services Inc., will develop an independent construction schedule to estimate the duration for construction of the project. The review will also consider if the construction schedule needs to be lengthened, if additional equipment should be pre-purchased, or if other revisions to the project are necessary.

Task 5 Deliverables:

- Carollo will submit five hard copies of the plans (half size), specifications, and cost estimate for the 50 percent, 95 percent, and 100 percent submittals.
- Carollo will submit CAD files for the 50 percent, 95 percent and 100 percent submittals.
- Northwest will submit the updated hydraulic surge analysis technical memorandum.
- Carollo will submit the 95% cost estimate.
- Carollo will submit the cost estimate for reducing the access roadway length and length of utilities along the access roadway.

Task 5 Assumptions:

- Carollo will shift the site west to the approximate location shown in Exhibit C. The revised site design will include the same general orientation and structure locations as developed for the 75% design submittal. The revised site design will include an access road along the north side of the property to provide access to the eastern portion of the property.
- Carollo will design the transmission pipelines from the pump station site to the pressure reducing valve vaults along the alignments shown in the Basis of Design Report.
- The updated landscape drawings will be incorporated into the final design drawings.
- The updated surge analysis model results will be incorporated into the surge analysis report.



GENERAL NOTES:
1. XXXX

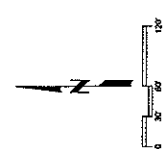
KEY NOTES:
1. XXXX

PROPOSED FACILITIES

- 1. TERMINAL TANK BOOSTER PUMP STATION
- 2. TERMINAL TANK
- 3. FUTURE TERMINAL TANK
- 4. DETENTION BASIN
- 5. RESTROOM AND SEWER VAULT
- 6. GENERATOR
- 7. SURGE TANK
- 8. CITY FLOW METER
- 9. 250" MOTOR OPERATED GATE
- 10. RESERVOIR CONTROL VALVE
- 11. SRWA METER VAULT

75% Design Site Location

Final Site Location



POINT NUMBER	EASTING	NORTHING	POINT ELEVATION
B-30003	646543.297	2013911.399	115.477
B-30012	6469002.533	2013745.954	114.581
B-30048	6468796.281	2013370.960	114.519
B-30055	6468796.281	2013960.442	114.507
B-30002	6469002.533	2013570.758	114.532
B-30097	6468811.640	2013760.284	114.619
B-30103	6469006.852	2013352.398	114.517
B-30164	6469306.071	2013796.628	114.512
B-30204	6468584.835	2013982.474	114.540
B-30212	6469441.122	2013907.942	118.684
B-30223	6469441.122	2013475.998	115.025
B-30229	6469442.469	2013988.222	114.593
B-30261	6469573.709	2013341.705	114.872
B-30271	6469573.587	2013774.234	115.048
B-30291	6469328.587	2013062.283	115.017
B-30286	6469168.658	2012464.052	115.027

B ENLARGED PLAN
00010 FILE: 11300810002100

			CITY OF TURLOCK SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT GENERAL TERMINAL TANK SITE GEOTECHNICAL BORING LOCATIONS	VERIFY SCALES HAS A ONE INCH ON GRAPHIC DRAWING 0 1" = 100'-0"	DRAWING NO. 00G10 SHEET NO. XX OF XXX
	75% SUBMITTAL NOT FOR CONSTRUCTION		DATE DECEMBER 2020		
DESIGNED MJC	DRAWN AL	CHECKED AL	DATE DECEMBER 2020		
REV 1	DATE 12/15/20	DESCRIPTION 75% SUBMITTAL NOT FOR CONSTRUCTION			

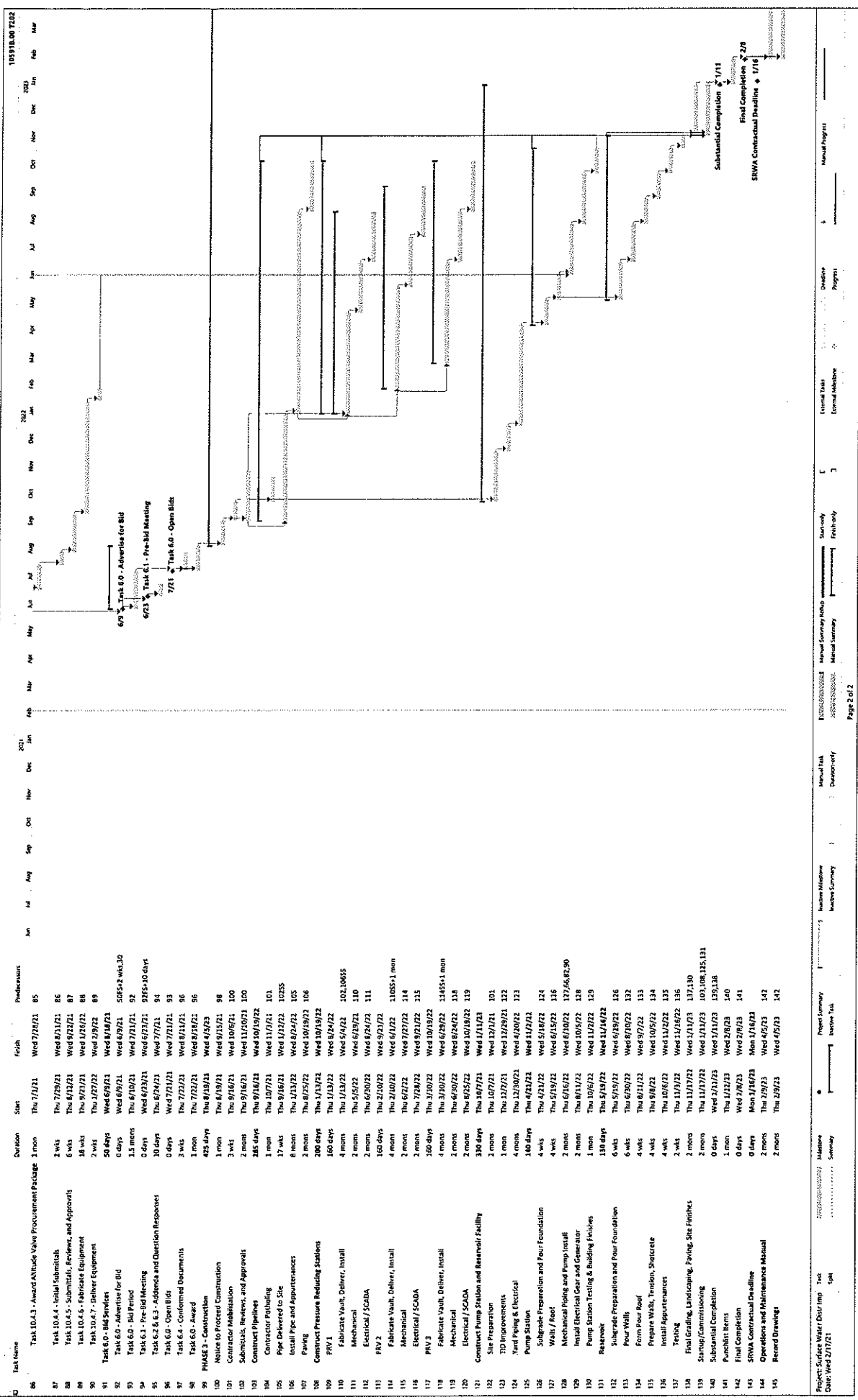


EXHIBIT G TO CITY AGREEMENT (PART 2 OF 5)

LOCAL SYSTEM IMPROVEMENTS - PROGRAMMING SCOPE OF SERVICES

TASK 1 Project Management

1.1 Project Management

CONSULTANT will provide the following project management elements:

- Schedule – tasks, meetings, milestones, delivery dates and regular monthly meetings
- Project Staffing – Project manager will manage project staffing to complete project.

1.2 – Project Control Reporting & Invoicing

CONSULTANT will submit monthly progress reports with each invoice to substantiate the progress of the work to date, including any potential out-of-scope items. This information will be utilized to determine if any changes are required in the management of the project.

CONSULTANT will oversee project efforts, monitor progress and budgets expended, and ascertain proper execution of the project in accordance with the project scope, schedule, and budget.

NOTE: It is assumed that the CONSULTANT will spend 2 hours per month preparing and reviewing the monthly Project Summary Reports and invoices.

1.3 – Project Meetings

- 1.3.1 Kickoff/Goal Setting - CONSULTANT will conduct one (1) Project Kickoff and Goal Setting Meeting (4-hr duration) at the OWNER's facility. The meeting will include up to two (2) representatives from the CONSULTANT. The purpose of the Project Kickoff and Goal Setting Meeting will be to review the overall project goals, critical success factors, scope of work, schedule, lines of communication, and individual expectations. CONSULTANT will prepare an agenda and distribute draft and final meeting minutes.
- 1.3.2 – CONSULTANT Team Bi-Weekly Coordination Calls – Programming Project Manager will host bi-weekly coordination calls with the programming team, as necessary.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
Kickoff/Goal Setting	4 hours	Lead PLC/HMI Programmer & Project Manager	OWNER SCADA Staff, and Integrator
Programming Team Internal Bi-Weekly Coordination Calls	.5 hour	Programming Team & Project Manager	TBD

1.4 – Project Coordination

CONSULTANT will work with the contractor, system integrator and equipment vendors to integrate the Process Control System (PCS) and the SCADA application.

TASK 2 – Programming Investigations and Programming Standards

2.1 – Engineering and Programming Investigations

CONSULTANT will perform the following:

1. Review plans, specifications and the control strategies with the design, process engineers and city staff to optimize PCS and SCADA performance and functionality.
2. Review alarm management policy with city staff.
3. Review historical data retrieval, configuration, and user functionality. Conduct a PLC/HMI standards workshop with City staff and Integrator.
4. Conduct a Local System Improvements control optimization strategy meeting with city staff and Integrator.

2.2 – Workshops and Meetings

The CONSULTANT will conduct two (2) workshops for the Local System Improvements PLC & HMI standards and system optimization strategy. The details of the workshops are listed in the following table:

Meeting Title	Duration	CONSULTANT'S Team	Other Attendees
LSI PLC & HMI Standards Workshop	2 hours	Lead HMI Programmers	OWNER SCADA Staff,
System Optimization Strategy Meeting Workshop	4 hours	Lead HMI Programmer & Project Manager	OWNER SCADA Staff

TASK 3 – SCADA Equipment and Software Procurement

CONSULTANT will procure and/or configure the equipment as shown below.

3.1 – Procure Hardware & Software

- 1) Process Control System Switch and Radio
 - a) (1) Local PCS Switch (provided by Integrator, configured by CONSULTANT)
 - b) (1) Local Radio (provided by Integrator, configured by CONSULTANT)
- 2) Computerized Control System (CCS)
 - a) (1) SCADA Client
 - b) (1) VT SCADA

TASK 4 – Process Control Software Development

4.1 – PLC Code Development

CONSULTANT will setup and program the local system improvements PLC's. The PLC's will be delivered to the CONSULTANT for setup and configuration from the integrator.

4.2 – Software and SCADA Workshops

The CONSULTANT will conduct two (3) Software/SCADA Workshops to coordinate the PLC and SCADA Software development with the OWNER. The details of the workshops are listed in the following table:

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
PLC Code development standards	4 hours	Lead PLC Programmers	OWNER SCADA Staff
New HMI Graphics Workshop	4 hours	Lead HMI Programmer & Project Manager	OWNER SCADA Staff
PCS and SCADA SYSTEM Software Implementation Planning	2 hours	Lead PLC/HMI Programmers/Project Manager	OWNER SCADA Staff

4.3 SCADA Implementation Planning

Coordinating with the OWNER's SCADA staff and project integrator, the CONSULTANT will facilitate a software implementation meeting to go over factory test and field-testing procedures.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
SCADA SYSTEM Software Implementation Planning	2 hours	Lead PLC/HMI Programmers/Project Manager	OWNER SCADA Staff

TASK 5– Process Control Systems Acceptance Testing

5.1 –Internal Software Testing

CONSULTANT will test all control strategies with the associated PLC code and HMI applications to validate the control logic and corresponding graphical interface.

TASK 6 – Factory Acceptance Testing

6.1 – Software Acceptance Testing

CONSULTANT will facilitate a software acceptance test to simulate all PLC code and HMI user interface. This test welcomes attendance by the OWNER staff.

TASK 7 – PCS Control Systems Onsite Installation, Testing, Startup, and Commissioning

CONSULTANT will be coordinate onsite installation, testing, startup and commissioning with the OWNER's staff and the integrator.

7.1 – Onsite Installation

CONSULTANT will coordinate the PLC and HMI software applications with the Integrator.

7.2 – Conduct Loop Validation - Complete End-to-End Testing (CEET)

CONSULTANT will participate with the integrator during Complete End to End Testing (CEET). The CONSULTANT will go to the field and load the PLC code and HMI application for testing when the complete PCS system installation is complete. During the CEET, signals are tested through the PLC program, the network, and all the way to the operator's SCADA graphic screens.

The CEET will be performed by the CONSULTANT and Integrator (under a separate contract with the City). OWNER staff is encouraged to participate.

7.3 – Conduct Functional Testing

CONSULTANT will provide Functional Testing (FT). After CEET and testing of the manual operation of equipment, the FT will be performed by CONSULTANT and Integrator with assistance from the OWNER.

The purpose of the FT is to verify the proper operation of all PLC control logic and its interaction with field equipment and devices. CONSULTANT and Integrator will exercise programs, conduct tests, and record results. CONSULTANT will tune any feedback loops.

7.4 – Process Startup and Commissioning

The process startup will verify that the performance meets the OWNER's process requirements. The process startup includes control loop tuning, individual process area startups followed by facility-wide process startup.

TASK 8 – Training

8.1 – Training Preparation

CONSULTANT will prepare training materials and handouts for the HMI application prior to conducting the on-site training. Training material will be delivered to the OWNER no less than one (1) week in advance of the date of the training.

8.2 –Training Courses

CONSULTANT will conduct the HMI training courses detailed in the following table:

Course Title	Minimum Course Length (hours per session)	Personnel (Estimated No. of Students)	Minimum No. of Sessions
Operator PLC Training - Basic	2	2	1
Operator HMI Training - Basic	4	6	1
Reports O&M	2	2	1
Network Equipment	2	2	1

TASK 9 - Final Documentation and Follow-Up Services

9.1 – Operation and Maintenance Manuals

The CONSULTANT will provide the following as part of the Operation and Maintenance (O&M) Manuals

- CEET and FT
- Fully documented PLC Programs
- SCADA system hardware and HMI application software
- Final control sequencing describing startup, operation, shutdown, and safety procedures.
- As-Built Drawings

Electronic copies of the individual O&M sections listed above will be delivered to the OWNER.

9.2 – Warranty Period Services

CONSULTANT will provide warranty period services during the 1-year warranty period following final completion of the construction contract. Warranty services will include on-call, dial-in adjustments in addition to two (2) three-day on-site visits following final completion of the construction contract.

FEE - Attached



Turlock, CA
Local System Improvements Programming
Labor Hours & Cost

Task No.	P/CM	Lead Programmer	SR, IAC Engineer	Temporary Specialist	Programmer	CA/Graphics	Administrative	Total Labor Hours	Labor Cost	Travel	PECE	Subcontractors	Material	Total Expenses	Task Fee Totals
EXPENSES															
1	56	24	2	2	10	2	4	100	\$28,889	\$2,500	\$3,800	\$0	\$0	\$7,900	\$30,789
1.1	24	24	2	2	2	2	4	74	7,728	-	312	-	-	312	8,040
1.2	12	8	2	2	2	2	4	16	4,380	-	208	-	-	208	4,588
1.3	12	8	2	2	2	2	4	16	6,651	1,200	416	-	-	1,616	10,277
1.4	8	16	2	2	2	2	4	28	7,520	-	364	-	-	364	7,884
2	4	16	8	0	12	0	0	40	\$10,360	\$2,400	\$720	\$0	\$0	\$2,970	\$13,280
2.1	4	4	4	0	4	0	0	12	3,064	2,400	156	-	-	2,560	5,620
2.2	4	12	4	0	8	0	0	28	7,296	-	364	-	-	364	7,660
2.3	2	8	0	0	0	0	0	8	\$3,076	\$0	\$334	\$0	\$14,673	\$14,907	
2.4	2	8	0	0	0	0	0	8	3,576	-	224	-	14,673	16,207	
3	4	96	0	0	12	0	0	108	\$39,353	\$0	\$1,350	\$0	\$0	\$1,350	\$30,722
3.1	4	80	0	0	10	0	0	90	29,900	-	1,040	-	-	1,040	21,040
3.2	2	10	0	0	2	0	0	12	5,504	-	288	-	-	288	5,790
3.3	2	6	0	0	2	0	0	18	3,548	-	224	-	-	224	3,822
4	0	24	0	0	24	0	0	48	\$11,664	\$0	\$624	\$0	\$0	\$624	\$12,288
4.1	0	24	0	0	24	0	0	48	11,664	-	624	-	-	624	12,288
5	0	32	0	0	32	0	0	68	\$16,064	\$1,200	\$884	\$0	\$0	\$2,084	\$18,152
5.1	0	32	0	0	32	0	0	68	16,064	1,200	884	-	-	2,084	18,152
6	8	138	0	0	220	0	24	390	\$92,092	\$10,900	\$5,076	\$0	\$0	\$15,970	\$108,062
6.1	8	6	0	0	14	0	0	20	3,388	900	182	-	-	1,082	4,470
6.2	4	60	0	0	100	0	0	160	50,360	6,800	2,796	-	-	9,956	59,916
6.3	2	40	0	0	40	0	0	80	21,116	2,000	1,170	-	-	3,170	24,286
6.4	2	32	0	0	32	0	0	64	17,228	1,200	962	-	-	2,162	19,390
7	0	36	0	0	24	0	0	60	\$14,664	\$1,000	\$780	\$0	\$0	\$1,780	\$16,444
7.1	0	24	0	0	16	0	0	40	9,776	570	520	-	-	1,060	10,296
7.2	0	12	0	0	8	0	0	20	4,888	1,000	260	-	-	1,060	6,148
8	8	20	0	0	48	0	8	84	\$19,936	\$1,800	\$1,092	\$0	\$0	\$2,892	\$22,828
8.1	4	8	0	0	16	0	0	36	8,096	-	488	-	-	8,584	8,584
8.2	4	12	0	0	32	0	0	48	11,840	1,800	604	-	-	2,424	14,264
9	82	394	10	2	302	2	56	928	\$225,901	\$19,800	\$14,564	\$0	\$14,673	\$45,237	\$271,138
9.1	32	250	280	236	236	175	129	1,324	\$225,901	\$19,800	\$14,564	\$0	\$14,673	\$45,237	\$271,138
9.2	2	2	2	2	2	2	2	10	13	13	13	13	13	13	13

EXHIBIT G TO CITY AGREEMENT (PART 3 OF 5)

TURLOCK WELL 38 - PROGRAMMING SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

1.1 Project Management

CONSULTANT will provide the following project management elements:

- Schedule – tasks, meetings, milestones, delivery dates and regular monthly meetings
- Project Staffing – Project manager will manage project staffing to complete project.

1.2 – Project Control Reporting & Invoicing

CONSULTANT will submit monthly progress reports with each invoice to substantiate the progress of the work to date, including any potential out-of-scope items. This information will be utilized to determine if any changes are required in the management of the project.

CONSULTANT will oversee project efforts, monitor progress and budgets expended, and ascertain proper execution of the project in accordance with the project scope, schedule, and budget.

NOTE: It is assumed that the CONSULTANT will spend 2 hours per month preparing and reviewing the monthly Project Summary Reports and invoices.

1.3 – Project Meetings

- 1.3.1 Kickoff/Goal Setting - CONSULTANT will conduct one (1) Project Kickoff and Goal Setting Meeting (4-hr duration) at the OWNER's facility. The meeting will include up to two (2) representatives from the CONSULTANT. The purpose of the Project Kickoff and Goal Setting Meeting will be to review the overall project goals, critical success factors, scope of work, schedule, lines of communication, and individual expectations. CONSULTANT will prepare an agenda and distribute draft and final meeting minutes.
- 1.3.2 – CONSULTANT Team Bi-Weekly Coordination Calls – Programming Project Manager will host bi-weekly coordination calls with the programming team, as necessary.

Meeting Title	Duration	CONSULTANT'S Team	Other Attendees
Kickoff/Goal Setting	4 hours	Lead Programmer & Project Manager	OWNER SCADA Staff, Tesco
Programming Team Internal Bi-Weekly Coordination Calls	.5 hour	Programming Team & Project Manager	TBD

1.4 – Project Coordination

CONSULTANT will perform the following:

1. Coordinate the Design Clarification for the modifications with Well #38 designer and contractor.
2. Review current contract documents for Well #38.

3. Evaluate the existing PCS Well 38 control strategy and analyze the current HMI application.
4. Review current alarm and historical data files
5. Conduct a PLC/HMI standards workshop with city staff and Tesco
6. Conduct a well control optimization strategy meeting with city staff and Tesco

TASK 2 – Programming Investigations and Programming Standards

2.1 – Engineering and Programming Investigations

CONSULTANT will perform the following:

1. Evaluate the existing Master SCADA architecture, control strategy, and analyze the current master HMI application.
2. Evaluate the current master SCADA computer control system, control room, the staff’s user interface, security protocol and both emergency response and disaster relief operational procedures.
3. Meet with IT to review the utilities governance policies.
4. Review current alarm management system
5. Review current historical data files
6. Review current reporting files
7. Conduct an HMI standards workshop with City staff.
8. Conduct a SCADA system optimization strategy meeting with city staff.
9. Provide design assistance for new master SCADA architecture and control room.

2.2 – Workshops and Meetings

The CONSULTANT will conduct two (2) workshops for Well 38 HMI standards and system optimization strategy. The details of the workshops are listed in the following table:

Meeting Title	Duration	CONSULTANT’S Team	Other Attendees
Well 38 HMI Standards Workshop	2 hours	Lead HMI Programmers	OWNER SCADA Staff,
System Optimization Strategy Meeting Workshop	4 hours	Lead HMI Programmer & Project Manager	OWNER SCADA Staff

TASK 3 – SCADA Equipment and Software

CONSULTANT will procure and configure the equipment as shown below.

3.1 – Procure Hardware & Software

- 1) Process Control System Switch and Radio
 - a) (1) Local PCS Switch (configure only)
 - b) (1) Local Radio (Configure only)
- 2) Operator Interface Terminals
 - a) (1) Panel Mount PC (Procure and Configure)
 - b) (1) VTSCADA Client License (Procure and Configure)

It is assumed that the Contractor for well #38 will provide all of the field equipment, except the OIT.

TASK 4 – Process Control Software Development

4.1 – OIT and HMI Screen Development

CONSULTANT will configure SCADA servers and OITs to mimic PCS filter control software changes. The new and existing SCADA servers will be configured and tested for full redundancy.

4.2 – Software Workshops

The CONSULTANT will conduct two (2) Software Workshops to coordinate the PLC and SCADA Software changes, modifications and upgrades with the OWNER and Tesco. The details of the workshops are listed in the following table:

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
Existing Software Modifications Review	2 hours	Lead PLC/HMI Programmers	OWNER SCADA Staff, Tesco
New HMI Graphics Workshop	2 hours	Lead PLC Programmer & Project Manager	OWNER SCADA Staff, Tesco

4.3 Software Implementation Planning

Coordinating with the OWNER's SCADA staff and Tesco, the CONSULTANT will facilitate a software implementation meeting to go over factory test and field-testing procedures.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
SCADA SYSTEM Software Implementation Planning	2 hours	Lead PLC/HMI Programmers/Project Manager	OWNER SCADA Staff, Tesco

TASK 5– Process Control Systems Acceptance Testing

5.1 –Internal Software Testing

CONSULTANT will test all control strategies with the associated HMI applications to validate the control logic and corresponding graphical interface.

TASK 6 – Factory Acceptance Testing

6.1 - Factory Acceptance Testing

CONSULTANT will attend the PCS control panel FAT at Tesco.

The vendor control panel FAT will be witnessed virtually, if it is not completed at Tesco.

TASK 7 – PCS Control Systems Onsite Installation, Testing, Startup, and Commissioning

CONSULTANT will be coordinate onsite installation, testing, startup, and commissioning with the OWNER's staff and Tesco.

7.1 – Onsite Installation

CONSULTANT will coordinate the installation of the Computer Control Systems and HMI software applications with Tesco.

7.2 – Conduct Loop Validation - Complete End-to-End Testing (CEET)

CONSULTANT will participate with Tesco during Complete End to End Testing (CEET). The CONSULTANT will go to the field and load the HMI application for testing when the complete PCS system installation is complete. During the CEET, signals are tested through the PLC program, the network, and all the way to the operator's SCADA graphic screens.

The CEET will be performed by the CONSULTANT, Tesco, and OWNER's staff.

7.3 – Conduct Functional Testing

CONSULTANT will provide Functional Testing (FT). After CEET and testing of the manual operation of equipment, the FT will be performed by CONSULTANT and Tesco with assistance from the OWNER.

The purpose of the FT is to verify the proper operation of all PLC control logic and its interaction with field equipment and devices. CONSULTANT and Tesco will exercise programs, conduct tests, and record results. CONSULTANT will tune any feedback loops.

7.4 – Process Startup and Commissioning

The process startup will verify that the performance meets the OWNER's process requirements. The process startup includes control loop tuning, individual process area startups followed by facility-wide process startup.

TASK 8 – Training

8.1 – Training Preparation

CONSULTANT will prepare training materials and handouts for the MHI application prior to conducting the on-site training. Training material will be delivered to the OWNER no less than one (1) week in advance of the date of the training.

8.2 – Training Courses

CONSULTANT will conduct the HMI training courses detailed in the following table:

Course Title	Minimum Course Length (hours per session)	Personnel (Estimated No. of Students)	Minimum No. of Sessions
Operator HMI Training - Basic	4	6	1
Reports O&M	2	2	1
Network Equipment	2	2	1

TASK 9 - Final Documentation and Follow-Up Services

9.1 – Operation and Maintenance Manuals

The CONSULTANT will provide the following as part of the Operation and Maintenance (O&M) Manuals

- CEET and FT
- SCADA system hardware and software

- Final control sequencing describing startup, operation, shutdown, and safety procedures.
- As-Built Drawings

Electronic copies of the individual O&M sections listed above will be delivered to the OWNER.

9.2 – Warranty Period Services

CONSULTANT will provide warranty period services during the 1-year warranty period following final completion of the construction contract. Warranty services will include on-call, dial-in adjustments in addition to two (2) three-day on-site visits following final completion of the construction contract.



Turlock, CA
Well 38 Improvements Project
Labor Hours & Cost

January 11, 2021

EXPENSES

Task No.	P/CP/M	Lead Programmer	Sr. I&C Engineer	Specialist	Programmer	CAD/Graphics	Administrative/ Clerical	Total Labor Hours	Labor Cost	Travel	PECE	Subcontractors	Material	Total Expenses	Task Fee Totals			
1 Project Management																		
1.1	32			24	8	0	4	200	\$59,372	\$3,800	\$5,400	\$0	\$0	\$1,800	\$62,972			
1.2	32			24	8	0	4	32	10,304		416			416	10,720			
1.3	28			4	4	0	4	28	8,744		384			384	9,128			
1.4	12			4	4	0	4	36	9,816	1,200	489			1,689	11,505			
1.5	68			20	16	0	4	104	30,608		1,382			1,382	32,000			
2 Programming Investigations and Programming Standards																		
2.1	2	32	10	10	12	6	0	74	\$18,032	\$1,200	\$962	\$0	\$0	\$2,162	\$20,194			
2.2	2	24	6	6	4	8	0	52	12,688	1,200	676			1,876	14,564			
2.3	2	8	2	2	8	0	0	22	5,564		288			288	5,852			
3 SCADA Equipment and Software Procurement																		
3.1	2	4	0	0	0	0	0	14	\$2,676	\$0	\$182	\$0	\$6,185	\$6,367	\$9,049			
4 Process Control Software Development																		
4.1	4	12	0	0	52	0	8	76	\$17,592	\$0	\$968	\$0	\$0	\$968	\$18,560			
4.2	8	8	0	48	4	0	0	68	11,328		624			624	11,952			
4.3	4	4	0	4	0	0	0	12	2,844		166			166	3,010			
4.4	4	4	0	0	0	0	0	16	3,320		208			208	3,528			
5 Process Control System Acceptance Testing																		
5.1	0	8	0	0	4	0	0	12	\$1,944	\$0	\$156	\$0	\$0	\$156	\$3,000			
5.2	8	8	0	4	4	0	0	24	2,844		196			196	3,040			
5.3	16	16	0	0	8	0	4	40	\$5,404	\$1,200	\$564	\$0	\$0	\$1,564	\$7,568			
5.4	16	16	0	0	8	0	4	40	6,104	1,200	384			1,584	7,988			
6 Factory Acceptance Test																		
6.1	8	48	0	0	36	0	24	114	\$25,688	\$1,400	\$1,482	\$0	\$0	\$3,882	\$29,570			
6.2	4	6	0	0	8	0	0	14	3,388	900	182			1,082	4,470			
6.3	4	4	0	4	4	0	0	12	7,264	300	416			1,316	8,580			
6.4	2	8	0	8	8	0	0	26	5,564	300	338			638	6,202			
6.5	2	16	0	16	16	0	0	42	9,452	300	546			846	10,298			
6 Training																		
6.1	0	16	0	0	6	0	0	22	\$5,416	\$400	\$266	\$0	\$0	\$646	\$6,062			
6.2	4	4	0	2	2	0	0	10	1,772		78			78	1,850			
6.3	12	12	0	4	4	0	0	30	3,844	400	208			608	4,452			
9 Final Documentation and Follow-Up Services																		
9.1	4	56	0	0	44	0	4	108	\$26,188	\$1,800	\$1,404	\$0	\$0	\$3,204	\$29,392			
9.2	2	16	0	4	4	0	4	26	6,104		338			642	6,746			
9.3	2	40	0	40	40	0	0	82	20,084	1,800	1,068			2,866	23,950			
Total Row																		
									148	\$164,092	\$10,800	\$12,224	\$0	\$6,185	\$22,809			
2021 Rates \$									322	\$	280	\$	238	\$	175	\$	129	\$
									13	\$	5	\$		\$				

**EXHIBIT G TO CITY AGREEMENT
(PART 4 OF 5)
CHLORINATION IMPROVEMENTS - PROGRAMMING SCOPE
OF SERVICES**

TASK 1 Project Management

1.1 Project Management

CONSULTANT will provide the following project management elements:

- Schedule – tasks, meetings, milestones, delivery dates and regular monthly meetings
- Project Staffing – Project manager will manage project staffing to complete project.

1.2 – Project Control Reporting & Invoicing

CONSULTANT will submit monthly progress reports with each invoice to substantiate the progress of the work to date, including any potential out-of-scope items. This information will be utilized to determine if any changes are required in the management of the project.

CONSULTANT will oversee project efforts, monitor progress and budgets expended, and ascertain proper execution of the project in accordance with the project scope, schedule, and budget.

NOTE: It is assumed that the CONSULTANT will spend 2 hours per month preparing and reviewing the monthly Project Summary Reports and invoices.

1.3 – Project Meetings

- 1.3.1 Kickoff/Goal Setting - CONSULTANT will conduct one (1) Project Kickoff and Goal Setting Meeting (4-hr duration) at the OWNER's facility. The meeting will include up to two (2) representatives from the CONSULTANT. The purpose of the Project Kickoff and Goal Setting Meeting will be to review the overall project goals, critical success factors, scope of work, schedule, lines of communication, and individual expectations. CONSULTANT will prepare an agenda and distribute draft and final meeting minutes.
- 1.3.2 – CONSULTANT Team Bi-Weekly Coordination Calls – Programming Project Manager will host bi-weekly coordination calls with the programming team, as necessary.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
Kickoff/Goal Setting	4 hours	Lead PLC/HMI Programmer & Project Manager	OWNER SCADA Staff, and Integrator
Programming Team Internal Bi-Weekly Coordination Calls	.5 hour	Programming Team & Project Manager	TBD

1.4 – Project Coordination

CONSULTANT will work with the Chlorination Design Engineers to develop specifications and contract language to change the field equipment from HSQ to the new City standard equipment.

TASK 2 – Programming Investigations and Programming Standards

2.1 – Engineering and Programming Investigations

CONSULTANT will perform the following:

1. Evaluate the existing Wells and Distribution Storage and Pump Stations PCS control strategy and analyze the current PLC and HMI applications.
2. Review current alarming and historical data files
3. Conduct a PLC/HMI standards workshop with City staff and Integrator.
4. Conduct a well/CL2 control optimization strategy meeting with city staff and Integrator.

2.2 – Workshops and Meetings

The CONSULTANT will conduct two (2) workshops for the Chlorination Improvements PLC & HMI standards and system optimization strategy. The details of the workshops are listed in the following table:

Meeting Title	Duration	CONSULTANT'S Team	Other Attendees
CL2 PLC& HMI Standards Workshop	2 hours	Lead HMI Programmers	OWNER SCADA Staff,
System Optimization Strategy Meeting Workshop	4 hours	Lead HMI Programmer & Project Manager	OWNER SCADA Staff

TASK 3 – SCADA Equipment and Software Procurement

CONSULTANT will procure and/or configure the equipment as shown below.

3.1 – Procure Hardware & Software

- 1) Process Control System Switch and Radio
 - a) (18) Local PCS Switch (provided by Integrator, configured by CONSULTANT)
 - b) (18) Local Radio (provided by Integrator, configured by CONSULTANT)

- 2) Operator Interface Terminals
 - a) (18) Panel Mount PC (provided by Integrator, configured by CONSULTANT).
 - b) (2) VT SCADA 50 tag 10 Pak Licenses
 - c) (1) VT Scada 200 tag 10 Pak license

TASK 4 – Process Control Software Development

4.1 – PLC Code Development

CONSULTANT will setup and program the well and distribution storage and Pump Station PLC's. The PLC's will be delivered to the CONSULTANT for setup and configuration.

4.2 - HMI Screen Development

CONSULTANT will configure the local SCADA client's interface to mimic the process control strategies.

4.3 – Software Workshops

The CONSULTANT will conduct two (2) Software Workshops to coordinate the PLC and SCADA Software development with the OWNER. The details of the workshops are listed in the following table:

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
PLC Code development standards	4 hours	Lead PLC Programmers	OWNER SCADA Staff
New HMI Graphics Workshop	4 hours	Lead HMI Programmer & Project Manager	OWNER SCADA Staff

4.4 Software Implementation Planning

Coordinating with the OWNER's SCADA staff the CONSULTANT will facilitate a software implementation meeting to go over factory test and field-testing procedures.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
PCS and SCADA SYSTEM Software Implementation Planning	2 hours	Lead PLC/HMI Programmers/Project Manager	OWNER SCADA Staff

TASK 5– Process Control Systems Acceptance Testing

5.1 –Internal Software Testing

CONSULTANT will test all control strategies with the associated PLC code and HMI applications to validate the control logic and corresponding graphical interface.

TASK 6 – Factory Acceptance Testing

6.1 – Software Acceptance Testing

CONSULTANT will facilitate a software acceptance test to simulate all PLC code and HMI user interface. This test welcomes attendance by the OWNER staff.

TASK 7 – CCS Control Systems Onsite Installation, Testing, Startup, and Commissioning

CONSULTANT will be coordinate onsite installation, testing, startup and commissioning with the OWNER's staff and the integrator.

7.1 – Onsite Installation

CONSULTANT will coordinate the PLC and HMI software applications with the Integrator.

7.2 – Conduct Loop Validation - Complete End-to-End Testing (CEET)

CONSULTANT will participate with the integrator during Complete End to End Testing (CEET). The CONSULTANT will go to the field and load the PLC code and HMI application for testing when the complete PCS system installation is complete. During the CEET, signals are tested through the PLC program, the network, and all the way to the operator's SCADA graphic screens.

The CEET will be performed by the CONSULTANT and Integrator (under a separate contract with the City). OWNER staff is encouraged to participate.

7.3 – Conduct Functional Testing

CONSULTANT will provide Functional Testing (FT). After CEET and testing of the manual operation of equipment, the FT will be performed by CONSULTANT and Integrator with assistance from the OWNER.

The purpose of the FT is to verify the proper operation of all PLC control logic and its interaction with field equipment and devices. CONSULTANT and Integrator will exercise programs, conduct tests, and record results. CONSULTANT will tune any feedback loops.

7.4 – Process Startup and Commissioning

The process startup will verify that the performance meets the OWNER's process requirements. The process startup includes control loop tuning, individual process area startups followed by facility-wide process startup.

TASK 8 – Training

8.1 – Training Preparation

CONSULTANT will prepare training materials and handouts for the HMI application prior to conducting the on-site training. Training material will be delivered to the OWNER no less than one (1) week in advance of the date of the training.

8.2 – Training Courses

CONSULTANT will conduct the HMI training courses detailed in the following table:

Course Title	Minimum Course Length (hours per session)	Personnel (Estimated No. of Students)	Minimum No. of Sessions
Operator PLC Training - Basic	2	2	1
Operator HMI Training - Basic	4	6	1
Reports O&M	2	2	1
Network Equipment	2	2	1

TASK 9 - Final Documentation and Follow-Up Services

9.1 – Operation and Maintenance Manuals

The CONSULTANT will provide the following as part of the Operation and Maintenance (O&M) Manuals

- CEET and FT
- Fully documented PLC Programs
- SCADA system hardware and HMI application software
- Final control sequencing describing startup, operation, shutdown, and safety procedures.
- As-Built Drawings

Electronic copies of the individual O&M sections listed above will be delivered to the OWNER.

9.2 – Warranty Period Services

CONSULTANT will provide warranty period services during the 1-year warranty period following final completion of the construction contract. Warranty services will include on-call, dial-in adjustments in addition to two (2) three-day on-site visits following final completion of the construction contract.



Turlock, CA
Chlorination Improvements Project - Programming
Labor Hours & Cost

Task No.	PC/PM	Lead Programmer	Sr. IEC Engineer	Teamlead	Programmer	CAD/Graphics Staff	Administrative/Clerical	Total Labor Hours	Labor Cost	Travel	PECE	Subcontractors	Material	Total Expenses	Task Fee Totals
EXPENSES															
January 11, 2021															
1	88	18	28	10	2	4	4	158	\$45,789	\$1,200	\$2,054	\$0	\$0	\$5,254	\$49,047
1.1	32	0	0	0	0	0	0	32	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.1.1	32	0	0	0	0	0	0	32	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2	24	8	8	4	2	4	4	28	\$10,304	\$0	\$416	\$0	\$0	\$10,720	\$10,720
1.2.1	24	8	8	4	2	4	4	28	\$10,304	\$0	\$416	\$0	\$0	\$10,720	\$10,720
1.3	12	0	0	0	0	0	0	12	\$8,244	\$0	\$384	\$0	\$0	\$8,628	\$8,628
1.3.1	12	0	0	0	0	0	0	12	\$8,244	\$0	\$384	\$0	\$0	\$8,628	\$8,628
1.4	20	10	20	6	0	0	0	56	\$15,956	\$1,200	\$46	\$0	\$0	\$17,162	\$17,162
1.4.1	20	10	20	6	0	0	0	56	\$15,956	\$1,200	\$46	\$0	\$0	\$17,162	\$17,162
2	36	104	48	20	40	8	0	256	\$66,588	\$2,400	\$3,238	\$0	\$0	\$72,226	\$72,226
2.1	20	80	40	16	24	8	0	158	\$48,776	\$2,400	\$2,444	\$0	\$0	\$53,620	\$53,620
2.1.1	20	80	40	16	24	8	0	158	\$48,776	\$2,400	\$2,444	\$0	\$0	\$53,620	\$53,620
2.2	16	24	8	4	16	0	0	68	\$18,112	\$0	\$884	\$0	\$0	\$18,996	\$18,996
2.2.1	16	24	8	4	16	0	0	68	\$18,112	\$0	\$884	\$0	\$0	\$18,996	\$18,996
3	2	16	0	0	0	0	0	26	\$5,676	\$0	\$338	\$0	\$42,399	\$48,413	
3.1	2	16	0	0	0	0	0	26	\$5,676	\$0	\$338	\$0	\$42,399	\$48,413	
4	4	200	0	0	152	0	0	352	\$49,192	\$0	\$4,732	\$0	\$0	\$53,924	\$53,924
4.1	4	200	0	0	152	0	0	352	\$49,192	\$0	\$4,732	\$0	\$0	\$53,924	\$53,924
4.1.1	4	200	0	0	152	0	0	352	\$49,192	\$0	\$4,732	\$0	\$0	\$53,924	\$53,924
4.2	32	0	0	0	0	0	0	32	\$28,320	\$0	\$1,560	\$0	\$0	\$29,880	\$29,880
4.2.1	32	0	0	0	0	0	0	32	\$28,320	\$0	\$1,560	\$0	\$0	\$29,880	\$29,880
4.3	4	8	0	0	0	0	0	12	\$3,840	\$0	\$78	\$0	\$0	\$3,918	\$3,918
4.3.1	4	8	0	0	0	0	0	12	\$3,840	\$0	\$78	\$0	\$0	\$3,918	\$3,918
4.4	4	8	0	0	0	0	0	12	\$3,840	\$0	\$78	\$0	\$0	\$3,918	\$3,918
4.4.1	4	8	0	0	0	0	0	12	\$3,840	\$0	\$78	\$0	\$0	\$3,918	\$3,918
5	0	60	0	0	60	0	0	120	\$29,160	\$0	\$1,560	\$0	\$0	\$30,720	\$30,720
5.1	0	60	0	0	60	0	0	120	\$29,160	\$0	\$1,560	\$0	\$0	\$30,720	\$30,720
6	0	80	0	0	64	0	0	144	\$35,620	\$1,200	\$1,924	\$0	\$0	\$38,744	\$38,744
6.1	0	80	0	0	64	0	0	144	\$35,620	\$1,200	\$1,924	\$0	\$0	\$38,744	\$38,744
7	0	76	10	10	456	0	24	576	\$27,448	\$11,400	\$13,792	\$0	\$0	\$52,640	\$52,640
7.1	0	40	10	10	20	0	0	80	\$19,880	\$0	\$1,040	\$0	\$0	\$20,920	\$20,920
7.1.1	0	40	10	10	20	0	0	80	\$19,880	\$0	\$1,040	\$0	\$0	\$20,920	\$20,920
7.2	4	200	0	0	200	0	0	412	\$9,520	\$0	\$536	\$0	\$0	\$10,056	\$10,056
7.2.1	4	200	0	0	200	0	0	412	\$9,520	\$0	\$536	\$0	\$0	\$10,056	\$10,056
7.3	2	160	8	8	160	0	0	336	\$7,840	\$9,000	\$4,290	\$0	\$0	\$21,130	\$21,130
7.3.1	2	160	8	8	160	0	0	336	\$7,840	\$9,000	\$4,290	\$0	\$0	\$21,130	\$21,130
7.4	2	76	0	0	76	0	0	152	\$3,840	\$2,400	\$2,108	\$0	\$0	\$8,348	\$8,348
7.4.1	2	76	0	0	76	0	0	152	\$3,840	\$2,400	\$2,108	\$0	\$0	\$8,348	\$8,348
8	0	36	0	0	24	0	0	60	\$18,664	\$1,000	\$780	\$0	\$0	\$20,444	\$20,444
8.1	0	24	0	0	16	0	0	40	\$7,776	\$0	\$20	\$0	\$0	\$7,796	\$7,796
8.1.1	0	24	0	0	16	0	0	40	\$7,776	\$0	\$20	\$0	\$0	\$7,796	\$7,796
8.2	12	0	0	0	0	0	0	12	\$0	\$1,000	\$80	\$0	\$0	\$1,080	\$1,080
8.2.1	12	0	0	0	0	0	0	12	\$0	\$1,000	\$80	\$0	\$0	\$1,080	\$1,080
9	8	80	0	0	72	0	40	200	\$44,728	\$1,800	\$2,600	\$0	\$0	\$49,128	\$49,128
9.1	8	80	0	0	72	0	40	200	\$44,728	\$1,800	\$2,600	\$0	\$0	\$49,128	\$49,128
9.1.1	8	80	0	0	72	0	40	200	\$44,728	\$1,800	\$2,600	\$0	\$0	\$49,128	\$49,128
9.2	4	40	0	0	40	0	0	84	\$20,728	\$1,800	\$1,092	\$0	\$0	\$23,620	\$23,620
9.2.1	4	40	0	0	40	0	0	84	\$20,728	\$1,800	\$1,092	\$0	\$0	\$23,620	\$23,620
Total Row: 2021 \$ 322 \$ 290 \$ 280 \$ 236 \$ 236 \$ 175 \$ 128															
Total Row: 2021 \$ 322 \$ 290 \$ 280 \$ 236 \$ 236 \$ 175 \$ 128 \$ 412,399 \$ 412,399 \$ 412,399 \$ 13															

**EXHIBIT G TO CITY AGREEMENT
(PART 5 OF 5)**

**MASTER SCADA/TELEMETRY – DESIGN AND
PROGRAMMING SCOPE OF SERVICES**

TASK 1 Project Management

1.1 Project Management

CONSULTANT will provide the following project management elements:

- Schedule – tasks, meetings, milestones, delivery dates and regular monthly meetings
- Project Staffing – Project manager will manage project staffing to complete project.

1.2 – Project Control Reporting & Invoicing

CONSULTANT will submit monthly progress reports with each invoice to substantiate the progress of the work to date, including any potential out-of-scope items. This information will be utilized to determine if any changes are required in the management of the project.

CONSULTANT will oversee project efforts, monitor progress and budgets expended, and ascertain proper execution of the project in accordance with the project scope, schedule, and budget.

NOTE: It is assumed that the CONSULTANT will spend 2 hours per month preparing and reviewing the monthly Project Summary Reports and invoices.

1.3 – Project Meetings

- 1.3.1 Kickoff/Goal Setting - CONSULTANT will conduct one (1) Project Kickoff and Goal Setting Meeting (4-hr duration) at the OWNER's facility. The meeting will include up to two (2) representatives from the CONSULTANT. The purpose of the Project Kickoff and Goal Setting Meeting will be to review the overall project goals, critical success factors, scope of work, schedule, lines of communication, and individual expectations. CONSULTANT will prepare an agenda and distribute draft and final meeting minutes.
- 1.3.2 – CONSULTANT Team Bi-Weekly Coordination Calls –Project Manager will host bi-weekly coordination calls with the CONSULTANT's team, as necessary.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
Kickoff/Goal Setting	4 hours	Lead PLC Programmer & Project Manager	OWNER SCADA and IT Staff
Programming Team Internal Bi-Weekly Coordination Calls	.5 hour	Programming Team & Project Manager	TBD

TASK 2 - Programming Investigations and Computer Control System (CCS) Standards

2.1 – Engineering and Programming Investigations

CONSULTANT will perform the following:

1. Evaluate the current master SCADA computer control system, control room, the staff's user interface, security protocol and both emergency response and disaster relief operational procedures in more detail from Master Plan.
2. Meet with IT to review the utilities governance policies.
3. Conduct a CCS standards workshop with City staff to finalize standards from Master Plan.
4. Conduct a SCADA system optimization strategy meeting with city staff.
5. Provide design assistance for new master SCADA architecture and control room.

2.2 – Workshops and Meetings

The CONSULTANT will conduct two (2) workshops to define the new CCS standards and system optimization strategy. The details of the workshops are listed in the following table:

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
CCS Standards Workshop	2 hours	Lead HMI Programmers	OWNER SCADA Staff,
System Optimization Strategy Meeting Workshop	4 hours	Lead HMI Programmer & Project Manager	OWNER SCADA Staff

TASK 3 – SCADA Equipment and Software Procurement

Below is a preliminary scope of materials which are typically include in a master SCADA system with radio telemetry. Final hardware and software will be determined after the completion of Task 2 and the Master Plan is closer to being finalized. The CONSULTANT will procure and configure the equipment as shown below.

3.1 – Procure Hardware and Software

- 1) Master Telemetry Unit
 - a) (1) Master radio control panel including
 - i) Master Radio's (redundant)
 - ii) Power supplies
 - iii) UPS backup power system
 - iv) Polling PLC
 - v) Radio appurtenances – antenna, LA's, connectors, antenna cable
- 2) SCADA Server PC, Rack and PCS network equipment
 - a) (2) SCADA Servers (Redundant Configuration)
 - b) (1) SCADA Server Rack

- c) (1) Time Server
 - d) (1) SCADA Network UPS
 - e) (1) SCADA Network Power Distribution Unit (PDU)
 - f) (1) 24 port enterprise network switches
 - g) Miscellaneous Fiber and copper Patch panels and patch cords
- 3) SCADA, Alarm management and Reporting software
- a) (1) VTSCADA 25,000 I/O Redundant Server Bundle
 - b) (2) VT Scada 25,000 I/O Runtimes
 - c) (1) Redundant Top View Alarm Management Software
 - d) (1) Standard Dream Reports
 - e) Miscellaneous MS Server Cals, MS Office
 - f) VM Ware
- 4) CCS Miscellaneous
- a) Network Patch Cables
 - b) (2) New Control Workstations (Eng. And Software Development)
 - c) (2) New Monitors

TASK 4 – Process Control Software Development

4.1 – SCADA Server setup and configuration

CONSULTANT will setup and configure SCADA servers in a virtual environment. The new SCADA servers will be configured and tested for full redundancy.

4.2 – Software Workshops

The CONSULTANT will conduct two (2) Software Workshops to review the master telemetry Unit PLC code and master SCADA application configuration. The details of the workshops are listed in the following table:

Meeting Title	Duration	CONSULTANT'S Team	Other Attendees
PLC Code Telemetry standards	4 hours	Lead PLC Programmers	OWNER SCADA Staff,
New HMI Graphics Workshop	4 hours	Lead HMI Programmer & Project Manager	OWNER SCADA Staff

4.3 Software Implementation Planning

Coordinating with the OWNER's SCADA staff, the CONSULTANT will facilitate a software implementation meeting to go over the software acceptance test and field-testing procedures.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
SCADA SYSTEM Software Implementation Planning	2 hours	Lead PLC/HMI Programmers/Project Manager	OWNER SCADA Staff,

TASK 5– Process Control Systems Acceptance Testing

5.1 – Programming Internal Software Testing

CONSULTANT will test all control strategies with the associated PLC code and HMI applications to validate the control logic and corresponding graphical interface.

TASK 6 – Factory Acceptance Testing

6.1 - Factory Acceptance Testing

CONSULTANT will hold a Master Telemetry Unit FAT and simulated telemetry system operations.

TASK 7 – CCS Control Systems Onsite Installation, Testing, Startup, and Commissioning

CONSULTANT will be coordinate onsite installation, testing, startup, and commissioning with the OWNER's staff.

7.1 – Onsite Installation

CONSULTANT will coordinate the Computer Control Systems and HMI software applications with OWNER's staff.

7.2 – Conduct Loop Validation - Complete End-to-End Testing (CEET)

CONSULTANT will participate with OWNER's staff in Complete End to End Testing (CEET). The CONSULTANT will go to the field and load the PLC and HMI application for testing when the complete CCS system installation is complete. During the CEET, signals are tested through the PLC program, the network, and all the way to the operator's SCADA graphic screens.

The CEET will be performed by the CONSULTANT and OWNER's staff.

7.3 – Conduct Functional Testing

CONSULTANT will provide Functional Testing (FT). After CEET and testing of the manual operation of equipment, the FT will be performed by CONSULTANT with assistance from the OWNER.

The purpose of the FT is to verify the proper operation of the MTU PLC control logic and its interaction with remote sites. CONSULTANT will exercise programs, conduct tests, and record results. CONSULTANT will tune any feedback loops.

7.4 – Process Startup and Commissioning

The process startup will verify that the performance meets the OWNER's process requirements.

TASK 8 – Training

8.1 – Training Preparation

CONSULTANT will prepare training materials and handouts for the HMI application prior to conducting the on-site training. Training material will be delivered to the OWNER no less than one (1) week in advance of the date of the training.

8.2 – Training Courses

CONSULTANT will conduct the HMI training courses detailed in the following table:

Course Title	Minimum Course Length (hours per session)	Personnel (Estimated No. of Students)	Minimum No. of Sessions
Operator HMI Training - Basic	4	6	1
Historian	2	4	1
Alarm Management	4	8	1
Reports O&M	2	2	1
Network Equipment	2	2	1

TASK 9 - Final Documentation and Follow-Up Services

9.1 – Operation and Maintenance Manuals

The CONSULTANT will provide the following as part of the Operation and Maintenance (O&M) Manuals

- CEET and FT

- SCADA system hardware and software
- Final control sequencing describing startup, operation, shutdown, and safety procedures.
- As-Built Drawings

Electronic copies of the individual O&M sections listed above will be delivered to the OWNER.

9.2 – Warranty Period Services

CONSULTANT will provide warranty period services during the 1-year warranty period following final completion of the construction contract. Warranty services will include on-call, dial-in adjustments in addition to two (2) three-day on-site visits following final completion and testing of the system.



Turlock, CA
Master SCADA/Telemetry - Design and Programming
Labor Hours & Cost

Task No.	P/C/M	Lead	Programmer	SR. IEC	Engineer	Telemetry Specialist	Programmer	CAD/Graphics	Administrative	Total Labor Hours	Labor Cost	Travel	PECE	Subcontractors	Material	Total Expenses	Task Fee Totals	
EXPENSES																		
1	68	8	8	4	4	4	4	4	4	102	\$29,833	\$1,200	\$4,326	\$0	\$0	\$2,526	\$32,359	
1.1	32	32	32	32	32	32	32	32	32	32	10,304	\$	416	\$	\$	416	10,720	
1.2	24	24	24	24	24	24	24	24	24	24	8,244	\$	364	\$	\$	364	8,608	
1.3	12	12	12	12	12	12	12	12	12	12	11,285	1,200	546	\$	\$	1,746	13,031	
2	12	76	28	36	8	8	8	8	8	168	\$42,484	\$1,200	\$2,184	\$0	\$0	\$3,384	\$45,868	
2.1	10	60	24	32	8	8	8	8	8	134	33,688	\$	1,742	\$	\$	1,742	35,430	
2.2	2	16	4	4	4	4	4	4	4	34	8,596	1,200	442	\$	\$	1,642	10,238	
3	2	24	0	0	0	0	0	0	0	34	\$7,676	\$0	\$442	\$0	\$177,034	\$177,476	\$185,152	
3.1	2	24	0	0	0	0	0	0	0	34	7,676	\$	442	\$	177,034	177,476	185,152	
4	4	76	0	0	0	0	0	0	0	126	\$30,672	\$3,200	\$1,612	\$0	\$0	\$4,812	\$35,484	
4.1	40	40	0	0	0	0	0	0	0	60	14,720	2,000	780	\$	\$	2,780	17,500	
4.2	34	34	0	0	0	0	0	0	0	32	7,888	1,200	416	\$	\$	1,616	9,504	
4.3	4	11	0	0	0	0	0	0	0	34	8,064	\$	416	\$	\$	416	8,480	
5	0	24	0	0	0	0	0	0	0	48	\$11,664	\$0	\$624	\$0	\$0	\$624	\$12,288	
5.1	0	24	0	0	0	0	0	0	0	48	11,664	\$	624	\$	\$	624	12,288	
6	0	32	0	0	0	0	0	0	0	48	\$11,776	\$500	\$624	\$0	\$0	\$1,124	\$12,900	
6.1	0	32	0	0	0	0	0	0	0	48	11,776	500	624	\$	\$	1,124	12,900	
7	0	64	0	0	0	0	0	0	0	120	\$39,216	\$4,800	\$1,560	\$0	\$0	\$6,360	\$45,576	
7.1	24	24	0	0	0	0	0	0	0	40	9,716	1,200	520	\$	\$	1,436	11,152	
7.2	8	8	0	0	0	0	0	0	0	16	3,888	1,200	208	\$	\$	1,408	5,296	
7.3	8	8	0	0	0	0	0	0	0	16	3,888	1,200	208	\$	\$	1,408	5,296	
7.4	24	24	0	0	0	0	0	0	0	48	11,664	1,200	624	\$	\$	1,824	13,488	
8	0	34	0	0	0	0	0	0	0	62	\$15,108	\$1,200	\$806	\$0	\$0	\$2,006	\$17,114	
8.1	16	16	0	0	0	0	0	0	0	32	7,776	\$	416	\$	\$	416	8,192	
8.2	18	18	0	0	0	0	0	0	0	30	7,332	1,200	390	\$	\$	1,590	8,922	
9	0	64	0	0	0	0	0	0	0	120	\$39,216	\$1,200	\$1,560	\$0	\$0	\$2,760	\$41,976	
9.1	24	24	0	0	0	0	0	0	0	40	9,716	\$	520	\$	\$	1,236	10,952	
9.2	40	40	0	0	0	0	0	0	0	80	19,440	1,200	1,040	\$	\$	2,240	21,680	
Totals Row																		
											826	\$207,645	\$13,308	\$0	\$177,034	\$201,072	\$408,717	
											322	\$	\$	\$	\$	\$	\$	\$
											175	\$	\$	\$	\$	\$	\$	\$



**AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
HORIZON WATER AND ENVIRONMENT, LLC**

**City Project No. 18-69
"Surface Water Distribution System Improvements"**

THIS AMENDMENT NO. 1, dated March 23, 2021, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **HORIZON WATER AND ENVIRONMENT, LLC**, (hereinafter "CONSULTANT"). CITY and CONSULTANT are hereinafter referred to collectively as the "Parties."

WHEREAS, the Parties hereto previously entered into an Agreement dated January 26, 2021, whereby CONSULTANT will perform professional environmental services and biological monitoring (hereinafter the "Agreement").

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

1. Paragraph 5.1 of the Agreement is amended to read as follows:

"5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. In addition to the Scope of Work attached as Exhibit A to the Agreement, CONSULTANT shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services attached as Exhibit A to the Agreement and the added scope of services attached to this Amendment No. 1 as **Exhibit B**, which are necessary and required to provide the professional services, and shall perform such services in accordance with the specifications attached to this Amendment No. 1 as Exhibit B. Any request for Services not included in Exhibit A and 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."

2. Paragraph 5.2 of the Agreement is amended to read as follows:

"5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in Exhibit A and 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."

3. Paragraph 6.1 of the Agreement is amended to read as follows:

"6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Thousand Two Hundred Eighty-One and No/100ths Dollars (\$100,281.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise."

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

(Signatures on Following Page)

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

CITY OF TURLOCK, a municipal corporation

HORIZON WATER AND ENVIRONMENT, LLC

By: _____
Gary R. Hampton, Acting City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

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

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

EXHIBIT B



266 Grand Avenue, Suite 210, Oakland, CA 94610
P.O. Box 2727; Oakland, CA 94602
510-899-4503
www.horizonh2o.com

City of Turlock 18-69 – Turlock Local Facilities

CEQA/Environmental Compliance Support – Amendment 1

Submitted to City of Turlock
January 29, 2021

Horizon Water and Environment (Horizon) is providing environmental compliance support for the City of Turlock's (City's) Local Facilities (Project) component of the Stanislaus Regional Water Authority's (SRWA's) Regional Surface Water Supply Project (RSWSP). As indicated in a telephone conversation on January 15, 2021, construction is anticipated to begin in August 2021 and continue through approximately August 2022. Based on that conversation, the City has requested that Horizon amend the existing contract to include an additional, preliminary round of biological surveys and memos summarizing the results of those surveys, to be incorporated into the construction bid documents being published in May 2021. In addition, approximately 2.2 miles of transmission pipelines connecting the local tank facilities to the City's water supply system have not been surveyed for biological or cultural resource impacts. This amendment addresses these additional environmental tasks.

Task 1: Project Management and Construction Support

This task has been expanded to assume attendance at an additional six coordination meetings (30 minutes each) conducted by conference call.

Task 2: Biological Surveys and Monitoring

- **Existing Biological Conditions Memo Report and Maps.**
 - To document existing biological conditions within the Project area and inform the construction contractor bid documents, Horizon will prepare a memo report describing the habitat in the Project area and its potential to support special-status species. Horizon will include recent observations of special-status species use of the habitat in and near the Project area obtained during Swainson's Hawk and White-tailed Kite surveys. Maps of known and potential Swainson's hawk and white-tailed kite nest trees, as well as associated ½-mile buffers, will be prepared and included as an attachment to the report.
 - Horizon will submit the memo report and maps to the City by April 15, 2021, to inform the construction contractor bid documents expected to be solicited in May 2021.

- **Nesting Bird Surveys and Annual Memo Reports.**
 - The extended construction period (from an end date of February 2022 to August 2022) and additional 2.2 miles of pipeline route will increase the time required to complete nesting bird surveys.

- **Swainson’s Hawk and White-tailed Kite Surveys and Annual Memo Reports.**
 - The extended construction period (from an end date of February 2022 to August 2022) and additional 2.2 miles of pipeline route will increase the time required to complete each round of Swainson’s Hawk and White-tailed Kite nest surveys.
 - Because of the extended construction period, a second series of surveys would be conducted, during the 2022 breeding season, for an additional six surveys (14 surveys total) in accordance with CDFW protocols.

- **Burrowing Owl Surveys and Memo Reports.**
 - The extended construction period (from an end date of February 2022 to August 2022) and additional 2.2 miles of pipeline route will increase the time required to complete Burrowing Owl surveys.

Task 3: Cultural Resources Mitigation (as needed)

The pipeline routes along Quincy Road south of the access road to the terminal site, Monte Vista Avenue, and Zeering Road were not previously surveyed. As a result, these areas will require a pedestrian survey by a qualified archaeologist before construction begins. Any cultural resources identified will be recorded on a California Department of Parks and Recreation (DPR) Form 523. In addition, the pipeline route south of Monte Vista Avenue was not covered by the original SWRA project record search; therefore, a supplemental record search from the Central California Information Center at California State University, Stanislaus, will be required. ***Note:** The cost to conduct the record search will be determined by the Central California Information Center; the cost shown in the accompanying spreadsheet is an estimate only.*

The results of the record search and survey will be documented in a brief letter report. If archaeological resources are identified during the survey that cannot be avoided by revisions to the project design, the site would require evaluation for eligibility for inclusion in the California Register of Historical Resources, which would require an amendment to this scope of work. Additional consultation with Native American tribes is not required.

Task 4: Operational Noise Mitigation

No additional effort is needed.

Task 5: Air Quality/Greenhouse Gas Mitigation

No additional effort is needed.

Cost Estimate

As summarized below, Horizon proposes to provide the additional services described above for a cost not to exceed **\$29,440**, for a total contract value of **\$100,281**. Detailed costs are provided in the attached spreadsheet.

Task	Contract Amount	Amendment	Total Cost
1. Project Management and Construction Support	\$10,795	\$2,152	\$12,947
2. Biological Surveys and Monitoring	\$19,175	\$20,022	\$39,197
3. Cultural Resources Mitigation (as needed)	\$22,191	\$7,266	\$29,457
4. Operational Noise Mitigation	\$7,820	–	\$7,820
5. AQ/GHG Mitigation	\$10,860	–	\$10,860
Total	\$70,841	\$29,440	\$100,281

* The cost for each task includes direct expenses and markup, as indicated in the attached spreadsheet.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2021-
\$1,926,000 TO ACCOUNT NUMBER }
420-52-551.51356 "SURFACE WATER DIST. }
IMP.-TERMINAL FACILITIES" FROM FUND 420 }
"WATER" UNASSIGNED RESERVES FOR }
PROFESSIONAL DESIGN SERVICES AND }
ENVIRONMENTAL SERVICES AND BIOLOGICAL }
MONITORING DURING CONSTRUCTION OF }
CITY PROJECT NO. 18-69 "SURFACE WATER }
DISTRIBUTION SYSTEM IMPROVEMENTS" }
_____ }

WHEREAS, by separate action, the City Council has approved Amendment No. 5 in the amount of \$1,896,809 (Non-General Fund – Fund 420) to the existing agreement with Carollo Engineers, Inc. of Walnut Creek, California, for additional design work for City Project No. 18-69 "Surface Water Distribution System Improvements;" and

WHEREAS, by separate action, the City Council has approved Amendment No. 1 in the amount of \$29,440 (Non-General Fund – Fund 420) to the existing agreement with Horizon Water & Environment for additional environmental services for City Project No. 18-69 "Surface Water Distribution System Improvements;" and

WHEREAS, the Fiscal Year 2020-21 budget does not include sufficient funding in the project account number 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities" to fund Carollo Engineers' Amendment No. 5 or Horizon Water & Environment's Amendment No. 1; and

WHEREAS, staff requests an appropriation of \$1,926,000 to the project account number 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities" from Fund 420 "Water" unassigned reserves to provide necessary funds for Carollo Engineers' Amendment No. 5 or Horizon Water & Environment's Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$1,926,000 to account number 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities" from Fund 420 "Water" unassigned reserves for professional design services and environmental services and biological monitoring during construction of City Project No. 18-69 "Surface Water Distribution System Improvements."

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Finance Department

Updated to 3/17/2021

**General Fund Overview FY 2020/2021
Through February 28, 2021**

	8 months ended 2/28/2021	Legal / Attorney Expenses *	2020-2021 Amended Budget	2020-2021 Remaining Budget	% of Budget Received/ Expended (Benchmark 67%)
Revenues	\$ 26,667,447	\$ -	\$ 47,854,995	\$ 21,187,548	56%
Expenditures	*includes legal exp.				
Administration	3,086,970	368,817	5,890,563	2,803,593	52%
COVID-19	2,113,451	12,571	2,599,463	486,012	
Cannabis	8,619	7,277	201,984	193,365	
Measure A	-	-	-	-	
Police	14,101,268		21,895,608	7,794,340	64%
Fire	6,424,814		9,862,684	3,437,870	65%
Development Services	453,666		793,689	340,023	57%
Public Facilities	146,564		289,199	142,635	51%
Parks	545,820		899,338	353,518	61%
Recreation	497,387		1,004,431	507,044	50%
Special Public Safety	409,775		857,845	448,070	48%
Tourism	164,120		354,808	190,688	46%
Total Expenditures	\$ 27,952,454	\$ 388,665	\$ 44,649,612	\$ 16,697,158	63%
Budgeted Revenue Over / (Under) Expenses			\$ 3,205,383		
Salaries and Benefits Only:					
Police	12,620,908		19,714,494	7,093,586	64%
Fire	5,893,933		8,931,091	3,037,158	66%
All Other General Fund (GF)	3,872,088		6,382,329	2,510,241	61%
Total Salaries and Benefits	\$ 22,386,929		\$ 35,027,914	\$ 12,640,985	64%
Salaries and Benefits % of GF	80%		78%		

REVENUES

The year to date numbers for the General Fund show six (6) months of sales tax revenue totaling \$8.4 million, CARES revenue of \$3.4 million, TOT revenues of \$817,000 through 12/31/2020, Business License revenue of \$773,000, Garbage Collection Franchise revenue of \$1.1 million, and property tax revenue of \$2.9 million. Other General Fund revenues lag slightly behind due to accruals at year end and timing of the payments. Of special note, following the Council meeting adopting the FY 20/21 mid year adjustments, separate funds were established for Cannabis (Fund 117) and Measure A (Fund 118) where \$1.07 million (Cannabis) and \$2.7 million (Measure A) revenues have been budgeted. These revenues are accounted for in separate funds per Council direction to be utilized per the policies and priorities agreed to and approved by Council. Finance has no indication that the General Fund revenues, as budgeted, will not meet expectations.

EXPENDITURES

The year to date expenditures are at 63% of the budget, which is reasonable based on the eight (8) month mark. As salaries and benefits make up such a large portion of the General Fund, the detail is provided in a separate section for review. These expenditures are 64% for the eight (8) months ended 2/28/2021 with all departments trending at or slightly below the benchmark of 67%. Overtime related to COVID-19 is \$750,000 through February 2021. Recreation expenditures are below the benchmark due to the County-wide restrictions limiting the City's ability to provide many of our recreation programs. Legal/attorney expenses detailed above are for fees paid through November and December. Staff is in the midst of processing invoices for December through February.

FINANCE UPDATE

The first eight (8) months of the fiscal year appear to be on target with the adopted budget for FY 2020/2021 with sales tax coming in slightly higher than originally anticipated. Currently, the largest uncertainties surround the COVID-19 pandemic and its long-term implications for the City, especially as it relates to Recreation. Staff adjusted revenues and expenses at the FY 2020/2021 mid year budget process and feel confident about these adjustments. Staff will continue to monitor the City's finances and provide updates to Council.

City Council Staff Update
March 23, 2021



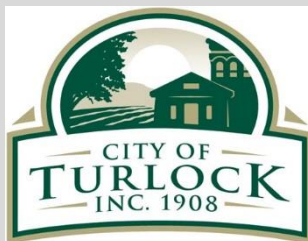
10B1

To: Mayor and Councilmembers
From: Gary Carlson, Interim Fire Chief
Prepared by: Gary Carlson, Interim Fire Chief
Subject: Monthly Public Safety Update- Fire

Please see attached report.



**Incident Summary
Report
March 23, 2021**



Operations Highlights Page 2

Incident Summary by Type.....Page 3

Calls by District Page 4

Fire Prevention Highlights Page 5

Neighborhood Services HighlightsPage 6



Turlock Fire responded 529 emergency calls for service between February 16, 2021 through March 15, 2021. This included three structure fires, four vehicle fires, 15 trash/grass fires, 11 injury vehicle collisions, and seven hazardous materials calls. Two of the vehicle collisions involved major injuries including one fatality.

Five new firefighters began their employment on March 1, 2021. These new employees were hired to fill vacant, budgeted positions within the department. The new firefighters are currently being training in a six week, in-house academy. They will begin their shift work on April 10th. A badge pinning ceremony will take place on April 9th at fire station 1. Invitations will follow soon.

The third and last week of the Engineer academy will take place next month followed by a promotional assessment on April 23, 2021. Due to retirements and resignations the department has several engineer vacancies to fill. This has traditionally been our toughest position to keep staffed.

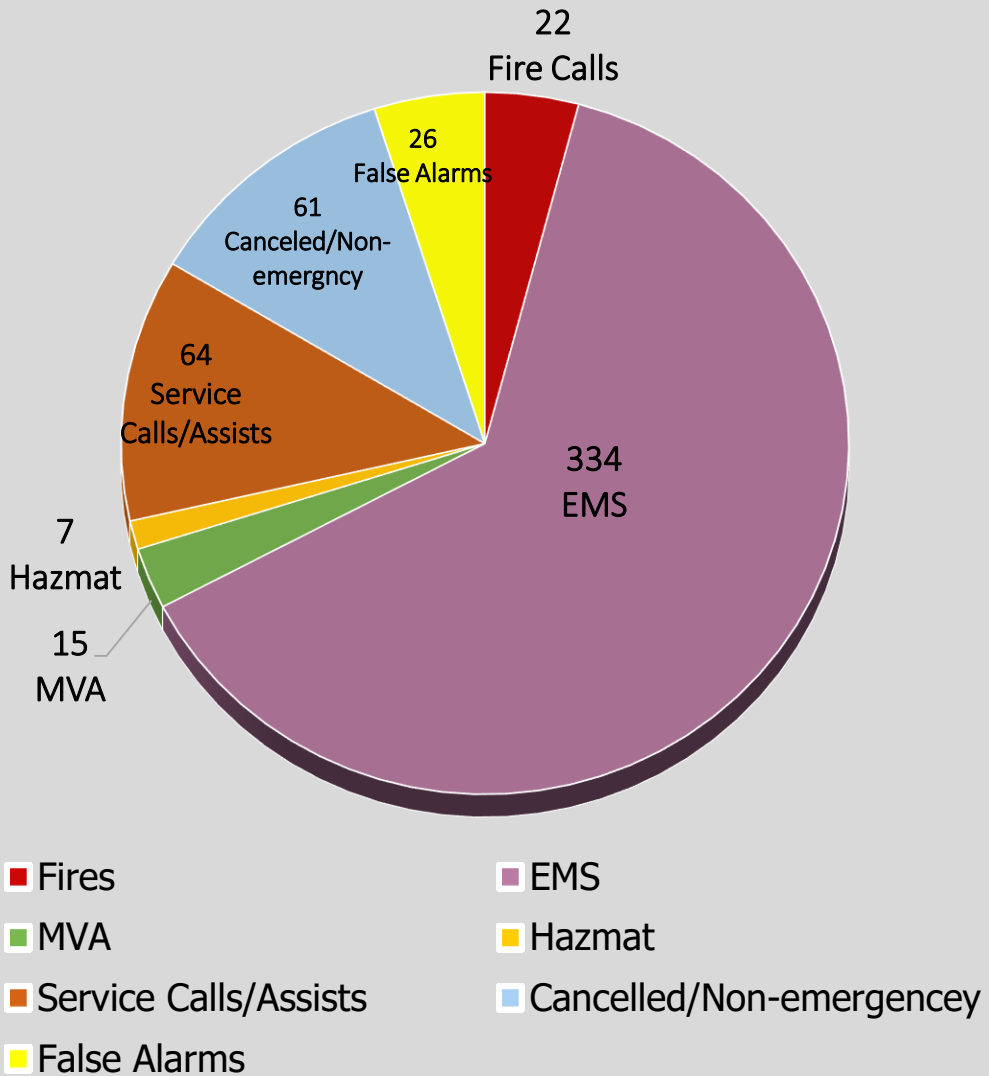
COVID19 related calls continue to decline in the department. As the vaccine becomes more available we anticipate this to continue. Stanislaus County should move into the less restrictive, red tier very soon.

Training

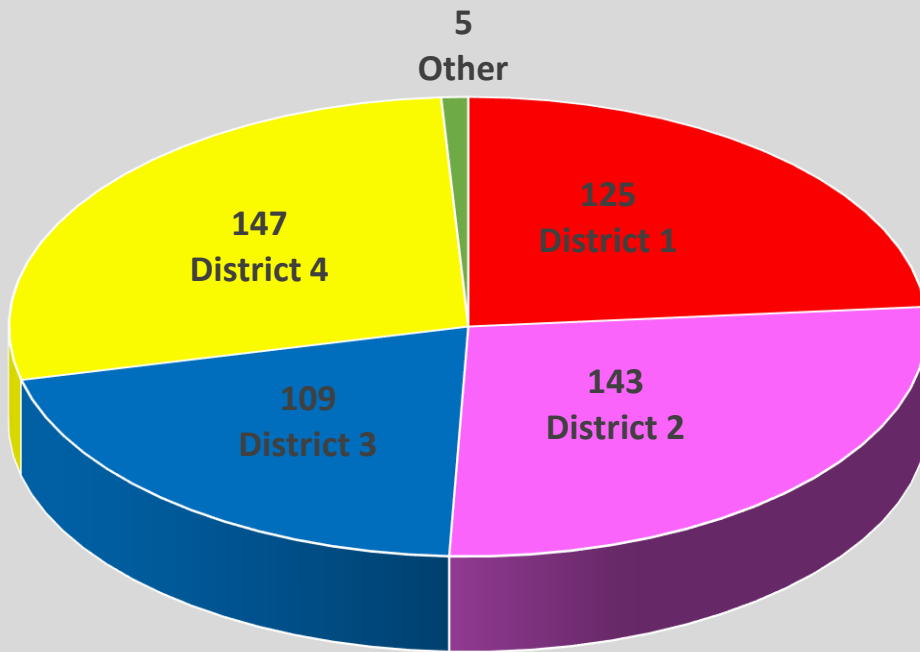
Training is focusing on the new recruit academy, engineer training and captain prep in anticipation of upcoming promotional assessments due to vacancies. In addition, crews have been working on mandated EMS skills and individual company trainings.

The department continues to work with our MCST partners on standardization of operating procedures and responses. We are currently reviewing rapid intervention crew tactics, accountability and garage fire deployments.

2/16/2021 – 3/15/2021



**Calls by District
2/16/2021 - 3/15/2021**



Within the last month, Fire Prevention attended 23 on and off-site meetings, completed and approved 19 plan reviews for life safety, adding additional comments. Six miscellaneous inspections for projects were conducted and seventeen re-inspections for businesses needing follow-up corrections were completed.

Provided final inspections for nine residential solar systems.

Fire Prevention also completed five water flow tests for new buildings, attended five pre-development meetings by Zoom, completed five new underground water flush tests for new fire systems, and completed five hydrostatic/visual fire sprinkler inspection and testing.

Provided three final inspections for new businesses opening within our community.

Completed three request from State Licensing for day cares.

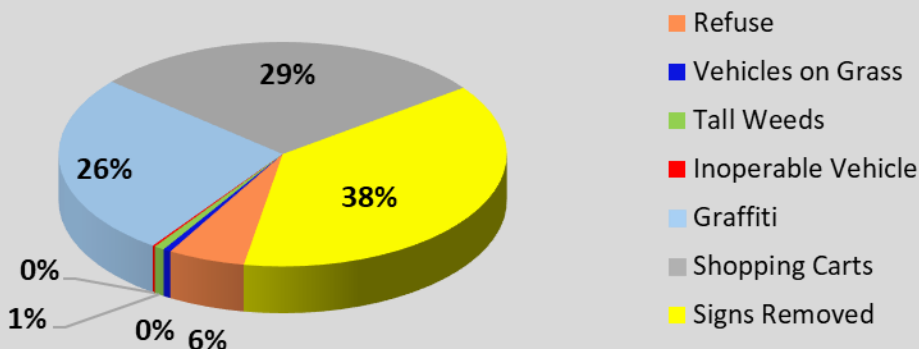
Prevention has been busy with a large commercial building, attending meetings, reviewing plans, and addressing issues within our community.

Neighborhood Services Code Enforcement Officers completed 203 various inspections from February 16, 2021 through March 15, 2021. These inspections included refuse, tall weeds, inoperable vehicles, graffiti, and vehicles parked on grass. Neighborhood Services Staff Services Assistant received 330 phone calls and mailed 130 TMC violation letters.

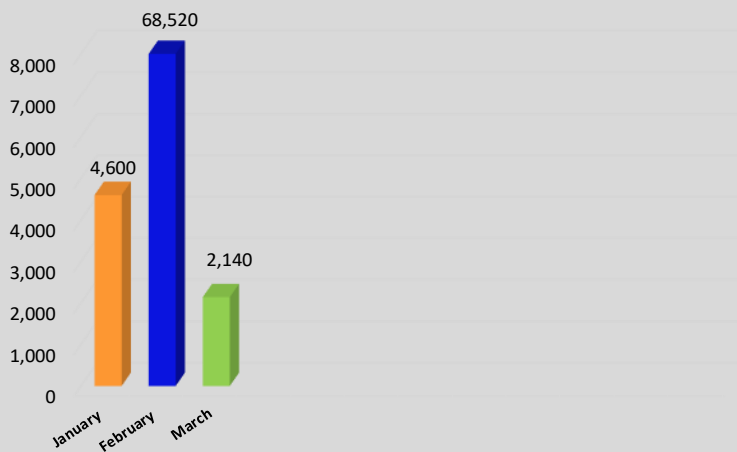
Neighborhood Services removed 155 abandoned shopping carts, abated graffiti from 142 locations and removed 204 illegal snipe signs (i.e. lost dogs, yard sales, and business promotions) none of which was offensive. Public and private, abandoned or inoperable vehicles, were addressed resulting in 235 cars orange-tagged or sent a letter to remove the vehicle.

A total of 15,220 pounds of debris and trash was taken to Scavenger, through the combined effort of Neighborhood Services personnel and City of Turlock staff.

Code Violation Inspections and Abatements



Pounds of Refuse Taken to Scavenger by Month



City Council Staff Update
March 23, 2021



10E1

To: Mayor and Councilmembers
From: Steven Williams, Interim Chief of Police
Prepared by: Deandra Wiley, Crime and Community Information Analyst
Subject: Turlock Police Department Staff Update – February 2021

See attached report.

TURLOCK POLICE DEPARTMENT

STAFF UPDATE FEBRUARY 2021

PRESENTED TO COUNCIL: MARCH 23, 2021

TPD Tip Line • 668-5550 ext. 6780 • TPDtipline@turlock.ca.us

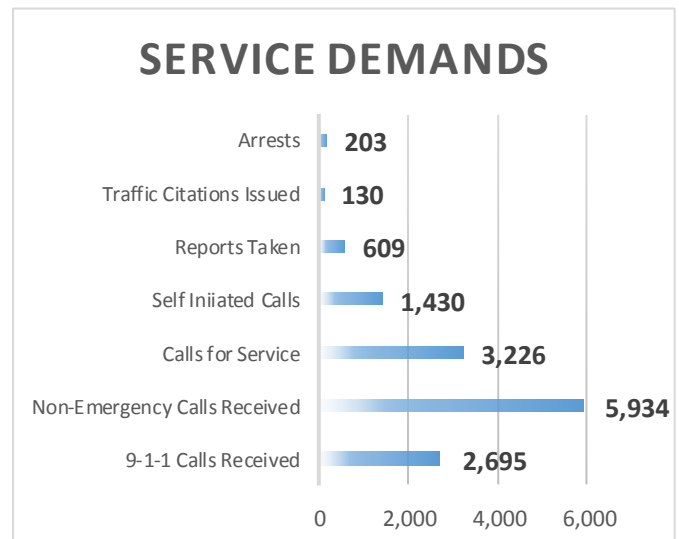
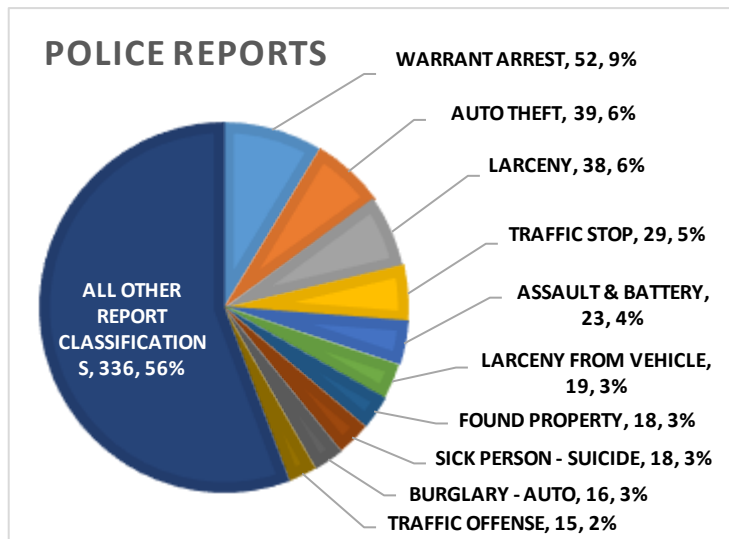


SPECIAL NOTE

The COVID-19 pandemic has greatly impacted the Turlock Police Department's reductions shown in this report. COVID-19 forced businesses to close and social gatherings to stop beginning in March 2020, resulting in reductions of monthly calls for service, police reports, officers' self initiated activity, traffic collisions, arrests, crime rate, etc.

DEPARTMENT STATISTICS

Current information as of 3/18/21



MONTHLY TOP 5 CALLS FOR SERVICE

Extra Patrol	520
Code 6 / Investigation	257
Suspicious Person	130
Security Check	129
Dangerous Driver	96

STAFFING

	Population	Authorized Sworn Staff	Operational Sworn Staff	Authorized Officers per Capita
Feb. 2020	74,297	81	66	1.09
Feb. 2021	74,297	82	69	1.10

SOCIAL MEDIA:

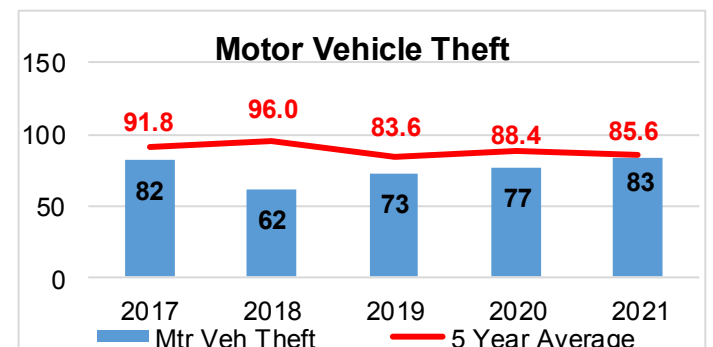
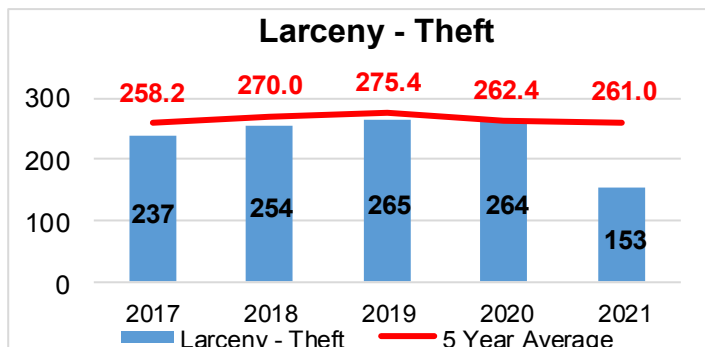
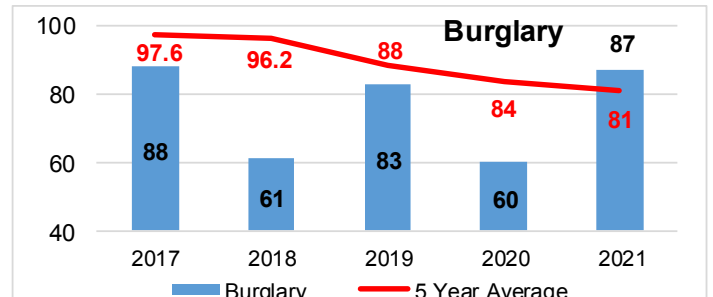
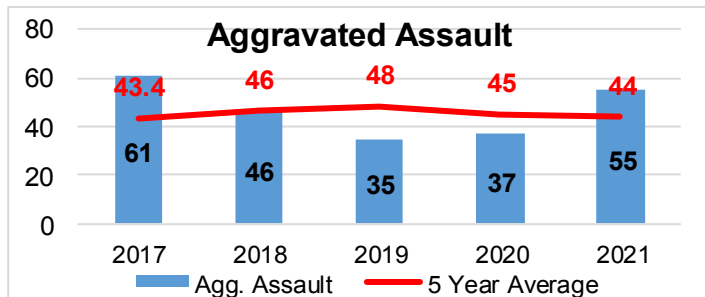
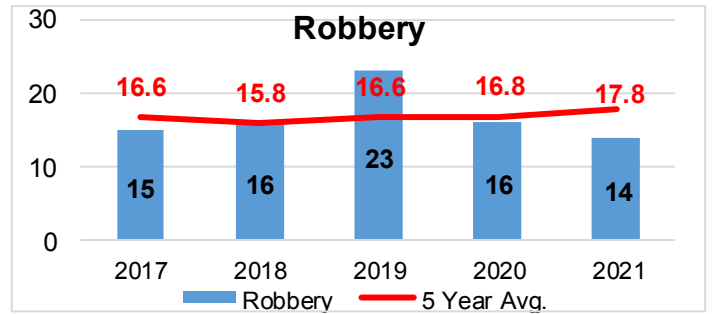
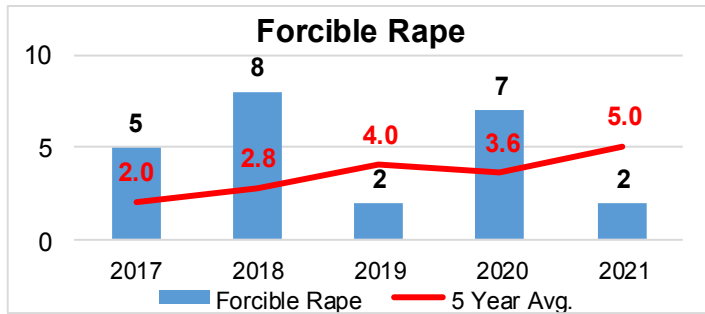
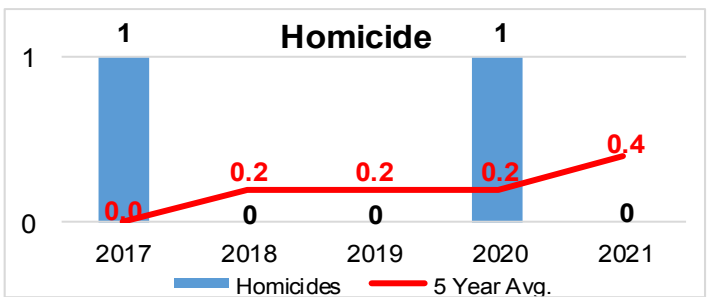
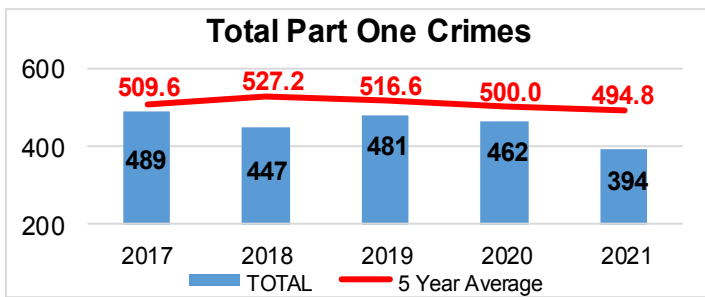


Facebook @TurlockPD			Instagram @TurlockPolice		Twitter @TurlockPolice		YouTube		NextDoor		
Followers	Likes	+/- from Prev. Month	Followers	+/- from Prev. Month	Followers	+/- from Prev. Month	Followers	+/- from Prev. Month	Members	Neighborhoods	+/- from Prev. Month
15,875	14,977	+35	12.8k	+200	6,963	+16	170	-1	9,932	64	+188

PART ONE CRIMES (UCR) YTD as of 3/18/2021



2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2021 YTD Crime Rate	YTD 2020	YTD 2021	% Diff. '21 vs '20	5 Year Avg	% Diff. 2021 vs 5 Yr Avg
Homicide	0	0											0.00	1	0	-100%	0.4	-100%
Forcible Rape	1	1											0.03	7	2	-71%	5	-60%
Robbery	9	5											0.19	16	14	-13%	17.8	-21%
Agg. Assault	33	22											0.74	37	55	49%	44	25%
Burglary	55	32											1.17	60	87	45%	81	7%
Larceny	72	81											2.06	264	153	-42%	261	-41%
Veh. Theft	39	44											1.12	77	83	8%	85.6	-3%
TOTAL	209	185											5.30	462	394	-15%	494.8	-20%

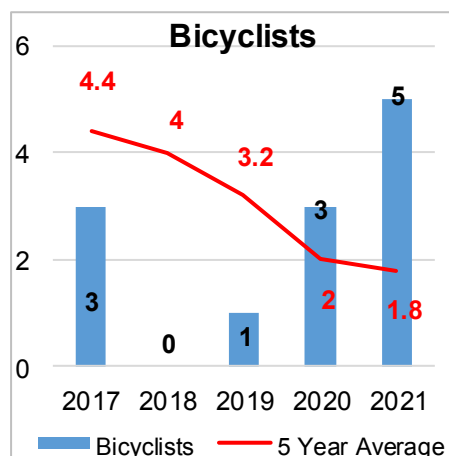
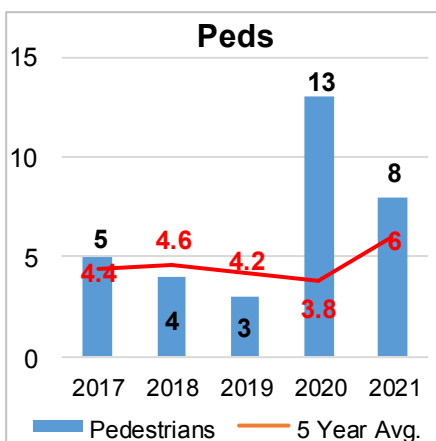
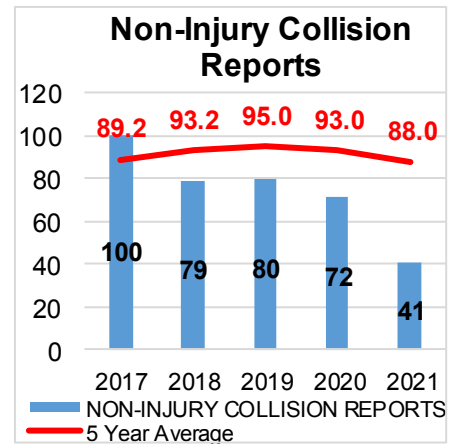
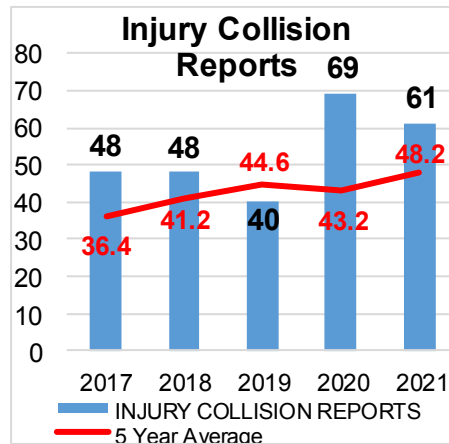
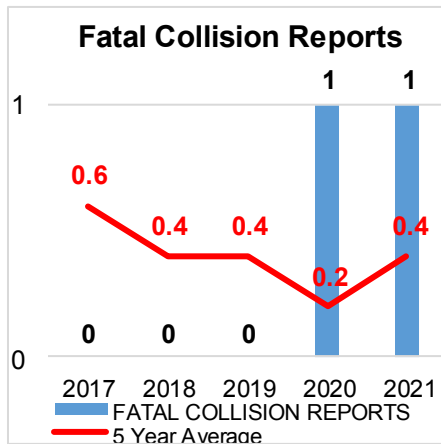
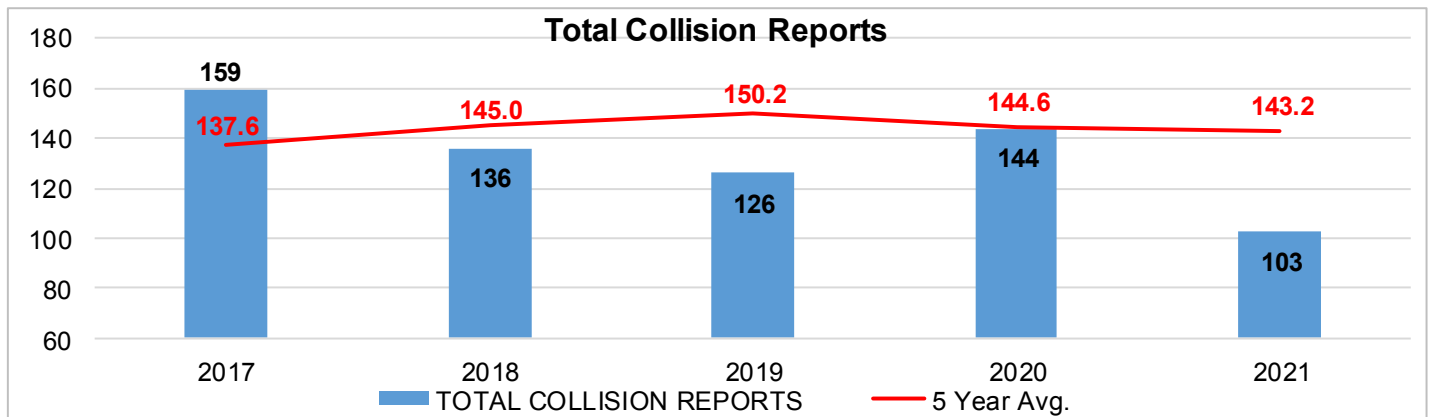


TRAFFIC COLLISIONS: YTD as of 3/17/2021



	Pedestrian Collisions	Bicyclist Collisions	Fatal Collisions	Injury Collisions	Non-Injury Collisions	Private Prop. Collisions	TOTAL ACC
Feb. 2020	5	2	0	35	42	1	79
Feb. 2021	3	4	1	36	11	*	48
% Chg.	-40%	+100%	+100%	+2.9%	-73.8%	*	-39.2%
2021 YTD	8	5	1	61	41	*	103
5 Year Avg.	6	1.8	0.4	48.2	88	*	143.2
% Chg. vs. 5 Yr. Avg.	+33%	+178%	+150%	+27%	-53%	*	-28%

*Private Property Collisions are no longer a report classification (beginning in July 2020 – Current). Moving forward, this will phase out but the category will be kept on this report to show past years' counts contributing towards each year's totals.



PRIMARY COLLISION FACTORS	
FEB. 2020	FEB. 2021
Unsafe Lane Change (16)	Green Light Violation (6)
Speeding (10)	Red Light Violation (6)
DUI (7)	Unsafe Lane Change (6)
Red Light Violation (8)	Failure to Yield Right of Way (6)

PCF's listed of only 3 or more